

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

Hearing Date: January 21, 2025 at 1:00 p.m.

Obj. Deadline: January 14, 2025 at 4:00 p.m.

**DECLARATION OF HUA PENG IN SUPPORT OF CREDITOR GIFTREE
CRAFTS COMPANY LIMITED'S MOTION FOR AN ORDER (I)
ALLOWING AND COMPELLING IMMEDIATE PAYMENT OF ITS
ADMINISTRATIVE EXPENSE CLAIMS AND PREPETITION CLAIMS;
AND (II) FOR OTHER REQUESTED RELIEF**

I, Hua Peng, declare as follows:

1. I am over 18 years of age and competent to testify to the following statements of fact based upon my personal knowledge.

2. I am an officer of Giftree Crafts Company Limited. ("Giftree"), and I make this declaration in support of Giftree's Motion for an Order (I) Allowing and Compelling Immediate Payment of its Administrative Expense Claims and Prepetition Claims; and (II) For Other Requested Relief (the "Motion").

3. Giftree is a foreign vendor in Shenzhen, China, that supplies essential Christmas tree materials to the Debtors. The Debtors entered into purchase orders with Giftree for the procurement of these supplies ("Purchase Orders" or "POs"). Under the terms of the POs, Giftree

¹The debtors and debtors in possession (collectively, the "Debtors") in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the Debtors' corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

selects the supplies and loads them onto third-party common carriers Free on Board ("FOB") in China. Once loaded, the common carrier issues a Forwarder's Cargo Receipt ("FCR") identifying the shipment. The shipment is then tracked using a detailed tracking history until its arrival in the United States, where it is received by the Debtors.

4. Each of the corresponding Purchase Orders, FCRs, and tracking histories that supports the Motion and the relief sought therein are attached as **Exhibit 1**. These documents are true and accurate copies of business records of Giftree's fulfillment of the Purchase Orders. Furthermore, to illustrate the debt owed in a summary fashion, I prepared the following summary list of the Purchase Orders and their delivery dates as stated in the chart below. Given that the documents are voluminous, to facilitate the Court's review, I have included the specific page numbers of Exhibit 1 reflecting the date of receipt by the Debtor.

PURCHASER DEBTOR	PO#	ORDER AMOUNT	INVOICE#	DATE RECEIVED BY DEBTOR	TYPE OF CLAIM				
AVDC, LLC ²	95209318	US\$16,210.23	PIN24-BLT-009	08/10/2024 (Ex. 1, p. 207)	Prepetition Claim				
	95209319	US\$37,639.90		08/09/2024 (Ex. 1, p. 208)	Prepetition Claim				
	95315144	US\$4,455.60	PIN24-BLT-019	08/14/2024 (Ex. 1, p. 215)	Prepetition Claim				
	95209355	US\$7,335.90	PIN24-BLT-023	09/04/2024 (Ex. 1, p. 237)	503(b)(9) Claim				
CSC DISTRIBUTION, LLC ³	95209320	US\$132,480.95	PIN24-BLT-026	09/04/2024 (Ex. 1, p. 237)	503(b)(9) Claim				
			PIN24-BLT-001	08/12/2024 (Ex. 1, p. 161)	Prepetition Claim				
			PIN24-BLT-005	09/05/2024 (Ex. 1, p. 166)	503(b)(9) Claim				
			PIN24-BLT-022	09/12/2024 (Ex. 1, p. 11)	Post Petition Claim				
				09/11/2024 (Ex. 1, p. 12)					
				09/12/2024 (Ex. 1, p.13)					
				09/12/2024 (Ex. 1, p. 14)					
	95209351	313807.53	PIN24-BLT-021	09/11/2024 (Ex. 1, p. 15)	503(b)(9) Claim				
				08/23/2024 (Ex. 1, p. 178)					
				08/23/2024 (Ex. 1, p. 179)					
				08/23/2024 (Ex. 1, p. 180)					
	95209338	US\$47,507.22	PIN24-BLT-028	08/23/2024 (Ex. 1, p. 181)	503(b)(9) Claim				
		09/09/2024 (Ex. 1, p.42)		Post Petition Claim					
		09/09/2024 (Ex. 1, p. 42)							
		09/09/2024 (Ex. 1, p. 42)							
	CLOSEOUT DISTRIBUTION, LLC ⁴	95209352	US\$206,658.10		PIN24-BLT-018	09/09/2024 (Ex. 1, p. 42)	503(b)(9) Claim		
PIN24-BLT-030				09/09/2024 (Ex. 1, p. 42)		Post Petition Claim			
				09/09/2024 (Ex. 1, p. 42)					
				95209321	US\$132,581.87		PIN24-BLT-027	09/09/2024 (Ex. 1, p. 42)	503(b)(9) Claim
PIN24-BLT-031						09/09/2024 (Ex. 1, p. 42)		Post Petition Claim	
						08/28/2024 (Ex. 1, p. 254)			
		08/28/2024 (Ex. 1, p. 254)							
		09/30/2024 (Ex. 1, p. 97)							
09/30/2024 (Ex. 1, p. 98)									
09/30/2024 (Ex. 1, p. 99)									
09/30/2024 (Ex. 1, p. 100)									
09/30/2024 (Ex. 1, p. 101)									
DURANT DC, LLC ⁵		95209358	US\$56,386.13	PIN24-BLT-029	09/08/2024 (Ex. 1, p. 267)	Post Petition Claim			
	09/08/2024 (Ex. 1, p. 267)								
	09/30/2024 (Ex. 1, p. 115)								
	95317580	US\$6,232.20	PIN24-BLT-004	09/30/2024 (Ex. 1, p. 115)	503(b)(9) Claim				
				09/30/2024 (Ex. 1, p. 115)					
BIG LOTS STORES, LLC ⁶	95209353	US\$195,774.51	PIN24-BLT-007	09/30/2024 (Ex. 1, p. 115)	Post Petition Claim				
				PIN24-BLT-011		09/30/2024 (Ex. 1, p. 115)	503(b)(9) Claim		
			95209322		66683.11	PIN24-BLT-008		09/30/2024 (Ex. 1, p. 115)	503(b)(9) Claim
	PIN24-BLT-12A	09/30/2024 (Ex. 1, p. 115)		503(b)(9) Claim					
		PIN24-BLT-020					09/30/2024 (Ex. 1, p. 115)	503(b)(9) Claim	
			95209340		US\$4,505.88	PIN24-BLT-015	09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim
	95317581			US\$4,060.80			PIN24-BLT-017		
		95209361						US\$28,086.45	
			PIN24-BLT-004		09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim			
	PIN24-BLT-007			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim				
		PIN24-BLT-011		09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim		
PIN24-BLT-008			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-12A		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-020	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-015			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-017		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-019	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-021			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-023		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-026	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-028			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-030		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-031	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-033			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-035		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-037	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-039			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-041		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-043	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-045			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-047		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-049	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-051			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-053		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-055	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-057			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-059		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-061	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-063			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-065		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-067	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-069			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-071		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-073	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-075			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-077		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-079	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-081			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-083		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-085	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-087			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-089		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-091	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-093			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-095		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-097	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-099			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-101		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-103	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-105			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-107		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-109	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-111			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-113		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-115	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-117			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-119		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-121	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-123			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-125		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-127	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-129			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-131		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-133	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-135			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-137		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-139	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-141			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-143		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-145	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-147			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-149		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-151	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-153			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-155		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-157	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-159			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-161		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-163	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-165			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-167		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-169	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-171			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-173		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-175	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-177			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-179		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-181	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-183			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-185		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-187	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-189			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-191		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-193	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-195			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-197		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-199	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-201			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-203		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-205	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-207			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-209		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-211	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-213			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-215		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-217	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-219			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-221		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-223	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-225			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-227		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-229	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-231			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-233		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-235	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-237			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-239		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-241	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-243			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-245		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-247	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-249			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-251		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-253	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-255			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-257		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-259	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-261			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-263		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-265	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-267			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-269		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-271	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-273			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-275		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-277	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-279			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-281		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-283	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-285			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-287		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-289	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-291			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-293		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-295	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-297			09/08/2024 (Ex. 1, p. 267)	503(b)(9) Claim					
	PIN24-BLT-299		09/08/2024 (Ex. 1, p. 267)		503(b)(9) Claim				
		PIN24-BLT-301	09/08/2024 (Ex. 1, p. 267)			503(b)(9) Claim			
PIN24-BLT-303			09/08/2						

				09/03/2024 (Ex. 1, p. 382)	503(b)(9) Claim
				09/09/2024 (Ex. 1, p. 58)	Post Petition Claim
				09/10/2024 (Ex. 1, p. 59)	Post Petition Claim
				08/13/2024 (Ex. 1, p.399)	Prepetition Claim
				08/14/2024 (Ex. 1, p. 400)	Prepetition Claim
				09/09/2024 (Ex. 1, p. 401)	Post Petition Claim
				08/21/2024 (Ex. 1, p. 402)	503(b)(9) Claim
				08/21/2024 (Ex. 1, p. 403)	503(b)(9) Claim
				08/13/2024 (Ex. 1, p. 404)	Prepetition Claim
	95209335	US\$133,105.41	PIN24-BLT-016		
	95209362	US\$9,266.40	PIN24-BLT-024	09/26/2024 (Ex. 1, p. 73)	Post Petition Claim
	95317582	US\$5,865.60	PIN24-BLT-025	09/23/2024 (Ex. 1, p.84)	Post Petition Claim

5. As shown on the POs contained in Exhibit 1—payment from the Debtors on account of the POs was due within sixty (60) days of the Debtors' receipt of the goods. See, e.g., Ex. 1 at p. 2 (stating "Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC"). Accordingly, insofar as the last goods on account of the aforementioned POs was received by the Debtors on September 30, 2024 (as is reflected in the above chart and in the documents annexed as Exhibit 1), all Purchase Orders and associated invoices are past due.

6. The terms and conditions of the Purchase Orders state: "Shipping Goods to a DC... Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer's DC or the location otherwise designated by Buyer in the PO." See Exhibit 1, p.3.

7. Not only have the Debtors taken possession of the goods, but to the best of my knowledge, the goods were then sold by the Debtors to customers post-petition, especially during the holiday season (given the nature of the goods), to generate necessary receivables for the Debtors' estates.

² Against AVDC, LLC Giftree has a 503(b)(9) Claim in the amount of \$11,791.5, and a prepetition claim in the amount of \$53,850.13.

³ Against CSC DISTRIBUTION, LLC Giftree has a 503(b)(9) Claim in the amount of \$140,969.15, a post-petition administrative claim in the amount of \$184,711.04 and a prepetition claim in the amount of \$13,369.5.

⁴ Against CLOSEOUT DISTRIBUTION, LLC Giftree has a 503(b)(9) Claim in the amount of \$118,924.8, and a post-petition administrative claim in the amount of \$282,933.5.

⁵ Against DURANT DC, LLC Giftree has a 503(b)(9) Claim in the amount of \$238,225.75, and a prepetition claim in the amount of \$60,885.

⁶ Against BIG LOTS STORES, LLC Giftree has a 503(b)(9) Claim in the amount of \$268,522.39, a post-petition administrative claim in the amount of \$69,734.28 and a prepetition claim in the amount of \$109,931.14.

8. As is summarized in the chart above and demonstrated by the documents attached as Exhibit 1, prior to the Petition Date, the Debtors received goods valued at \$238,035.77 more than twenty (20) days before Petition Date, which goods are identified in the chart above as the "Prepetition Claim".

9. As is summarized in the chart above and demonstrated by the documents attached as Exhibit 1, within the twenty (20) days leading to the Petition Date, the Debtors received an additional \$778,433.59 worth of goods that were purchased by the Debtors in the ordinary course of business, which goods are identified in the chart above as the "503(b)(9) Claim".

10. As is summarized in the chart above and demonstrated by the documents attached as Exhibit 1, following the Petition Date, the Debtors received goods valued at \$537,378.82 that were purchased by the Debtors in the ordinary course of business, which goods are identified in the chart above as the "Post Petition Claim".

11. Giftree has also submitted Proof of Claims documenting its Prepetition Claim and 503(b)(9) Claim. See Claim Nos. 1778⁷, 1779⁸, 1780⁹, 1781¹⁰ and 1782¹¹.

12. Giftree has received communications from the Debtors' representatives expressing their intention to continue the business relationship. On October 15, 2024, the Debtors forwarded a proposed Critical Vendor Agreement to Giftree, identifying it as one of their Critical Vendors. The agreement is attached as **Exhibit "2"**. However, despite outreach and requests from Giftree and its representatives (including Giftree's counsel since early November), the Debtors have

⁷ Asserting a prepetition claim in the amount of \$13,369.50 and a 503(b)(9) claim in the amount of \$140,969.15 against CSC DISTRIBUTION, LLC.

⁸ Asserting a prepetition claim in the amount of \$53,850.13, and a 503(b)(9) claim in the amount of \$11,791.50 against AVDC, LLC.

⁹ Asserting a 503(b)(9) claim in the amount of \$118,924.80 against CLOSEOUT DISTRIBUTION, LLC

¹⁰ Asserting a prepetition claim in the amount of \$60,885 and a 503(b)(9) claim in the amount of \$238,225.75 against DURANT DC, LLC.

¹¹ Asserting a prepetition claim in the amount of \$109,931.14 and a 503(b)(9) claim in the amount of \$268,522.39 against BIG LOTS STORES, LLC.

neither confirmed nor disputed Giftree's claims, nor have they made any payments to Giftree on account of them.

13. As a local Chinese company specializing in supplying goods to overseas retailers, Giftree has been significantly impacted by the ~\$1.55 million outstanding balance owed by the Debtors. This substantial amount outstanding has severely disrupted Giftree's business operations, impairing its cash flow management and triggering a ripple effect across the company. Giftree would suffer additional detriment if it was forced to wait months for payment on account of the Purchase Orders.

14. The cash flow challenges caused by the unpaid debts have destabilized Giftree's supply chain, significantly intensifying financial pressures and undermining the company's ability to maintain smooth and consistent operations. As a direct result, Giftree cannot meet its payment obligations to upstream suppliers, placing these vital business relationships at risk. Additionally, the delays in payment have hindered Giftree's ability to pay rent and wages on time, further straining its operations. Without immediate resolution and payment, Giftree risks disruptions to critical parts of its business operations and may face legal action from upstream suppliers.

15. The Debtors' payment delays have also had a profound impact on Giftree's export operations. Under applicable regulations, exporters are required to complete foreign exchange collection and customs clearance within a specified period. However, due to Debtors' nonpayment of the shipments, Giftree has been unable to receive the necessary funds in time to complete these processes to obtain a tax refund of \$162,022.82. Additionally, such delays may expose Giftree to regulatory penalties and the potential for a downgrade in its credit rating, threatening its ability to operate in international markets effectively.

Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: December 30, 2024



Hua Peng

EXHIBIT 1

DC	CONSIGNEE	PO#	Order Amount	INVOICE#	INVOICE AMOUNT	FCR NO.	DATE OF FCR ISSUED	BOOKING NUMBER	BILLOF LOADING NUMBER	ACTRAL ARRIVE DESTINATION DATE	VESSEL VOYAGE	CONTAINER NO	WITHIN 20 DAYS OF SEP. 9TH (Y/N)	SHIPPING LINE
870	CSC DISTRIBUTION, LLC 4900 E. Dublin Granville Rd Columbus, OH 43081-7651 US Telephone: 614-278-6800 Fax: 614-278-6871	95209320	US\$132,480.95	PIN24-BLT-022	US\$86,729.12	CNS-SZP-2401386	07/24/2024	36821509-1, 36821509-2, 36821509-3, 36821509-4, 36821509-5	COLLSZXS24358584	09/11/2024	(GECL) EVER SMART V.130E	CAIU8365060 / FANU3016481 / FCIU8490389 / HLBUE2706979 / TCKU6074130	N	https://www.hapag-lloyd.cn/en/online-business/track/track-by-booking-solution.html?bIno=HLCUSZX2406EDPW2
		95209338	US\$47,507.22	PIN24-BLT-028	US\$97,981.92	CNS-SZP-2401702	08/08/2024	2150915830, 2150915840, 2150915850, 2150915860, 2150915870	2150915830	09/09/2024	(OOLU) COSCO MALAYSIA V.100E	FSCU5110822 / OOCU4735838 / OOCU4884488 / OOCU5003913 / OOLU7918280	N	https://www.oocl.com/usa/eng/Pages/default.aspx
		95209357	US\$43,114.50											
		95317579	US\$7,360.20											

US\$184,711.04

Attached below: PO, FCR, CONTAINER ARRIVED PROOF, INVOICE, PACKING LIST



PO # 95209320

Date Created 03/05/2024

Version: 0

Buyer: ROUNTREE, ELISA

Do Not Ship Before: 06/17/2024

Cancel if not Shipped by: 06/24/2024

Must be Routed by: 05/27/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.

A complete list of requirements can be found on the Big Lots website

www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CRF.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870

CSC DISTRIBUTION, LLC

2855 SELMA HWY

MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC

4900 E. Dublin Granville Rd

Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD

JOE PENG

NO 50 FAGANG DEVELOPMENT

SHENZHEN GUANGDONG

CHINA

Contact: JOE PENG

Telephone: 86-755-6122-6325 Fax 86-755-6122-6326

E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
4,455	428,605.45	132,480.95	65.362

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209320

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810475687	D - 5FT CUPID CASHM	0.00	CN	1		1,505	20.68	43,023.74	08/05/2024
36011	8147-H47709-02	URNS			1		1,505	7.91	105,334.95	
36011005	Winter Wonder Lane		H30					69.99	59.451	92.00
1	481047568706		SEA	2.903	XX					
360	810569946	F - 6.5FT BLITZEN F	0.00	CN	1		1,505	29.71	63,072.14	08/05/2024
36011	8147-H54452-04	URNS			1		1,505	12.20	135,434.95	
36011005	Winter Wonder Lane		H30					89.99	53.760	139.99
2	481056994602		SEA	4.510	A1					
360	810569935	PP - 6.5FT GRAND RA	0.00	CN	1		1,445	39.20	72,622.81	08/05/2024
36011	8147-H71010-01	LIT6-6.5FT			1		1,445	11.06	187,835.55	
36011003	Winter Wonder Lane		H30					129.99	61.639	189.00
3	481056993506		SEA	3.890	A1					

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401386**

Maker/Supplier : **GIFTREE CRAFTS COMPANY LIMITED**

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **SHENZHEN** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
PIN24-BLT-022

Dated: **July 18, 2024**

Date of Receipt of Cargo
July 17, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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**PLEASE REFER TO ATTACHED
 SHEET (S) .**

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

2,664 CARTONS **283.920 CBM** **24,818.15 KGS**

**TOTAL : TWO THOUSAND SIX HUNDRED SIXTY-FOUR (2,664) CARTONS
 ONLY**

"FREIGHT COLLECT"

SHIPMENT PER S.S. "EVER SMART" VOY NO. 130E DISCHARGED AT MOBILE, AL
SAILING ON / ABOUT July 25, 2024. CARGO RECEIVED ON July 17, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

SHENZHEN

July 24, 2024

(Place and date of issue.)
YUSEN LOGISTICS

For and on behalf of
Yusen Logistics (Shenzhen) Co., Ltd.

[Signature]
Authorized Signature(s)

As Agent

(Authorized Signature)

V1

V1

FCR No. CNS-SZP-2401386

Attachment Page 1/1

Shipping Mark

BIG LOTS

STORES

PO#

SKU#

DEPT# 360

MADE IN CHINA

Description of Goods

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

CAIU8365060	SEAL#	HLK0035880	40H	DRY
FANU3016481	SEAL#	HLK0024943	40H	DRY
FCIU8490389	SEAL#	HLK0036034	40H	DRY
HLBU2706979	SEAL#	HLK0036023	40H	DRY
TCKU6074130	SEAL#	HLK0036095	40H	DRY

ARTIFICIAL XMAS TREE

PO#95209320

2664PCS/2664CTNS

HS CODE:95095100090

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL

SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1. Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.












4. DANGEROUS GOODS

- 4.1. Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2. Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3. Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1. SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2. Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3. Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4. Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5. Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6. Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7. Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
- 6. LIABILITY AND LIMITATIONS**
- 6.1. SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2. Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3. Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4. Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5. No insurance will be arranged by Company for the benefit of Shipper.
- 6.6. Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7. Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8. By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
- 7. INDEMNITY**
- 7.1. Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2. Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3. Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4. Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
- 8. WAREHOUSING**
- 8.1. Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
- 9. DECLARED VALUE**
- 9.1. Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
- 10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1. Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
- 11. LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1. Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2. Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3. Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4. The rights of Company under this Section are independent and cumulative.
- 12. RATES AND CHARGES**
- 12.1. Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2. Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3. On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
- 13. NOTICE OF CLAIM**
- 13.1. Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2. No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
- 14. TIME BAR**
- 14.1. Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
- 15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1. Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
- 16. GOVERNING LAW**
- 16.1. These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

- Quote
- Schedule NEW
- Book
- Documentation
- Finance
- Track
 - by Booking
 - by Container
 - Subscription
 - Vessel Tracker
 - Live Position
 - Hapag-Lloyd LIVE
- Import
- Navigator
- Quality Promises
- Digital Insights Dock
- Gemini Cooperation

Enter a container number to receive tracing information. Use also the [Vessel Tracing](#) for the current vessel schedule.

Container No. (e.g. HLCU1234567)

Find

Clear







Container Information

Type 45GP Description HIGH CUBE CONT. Dimension 40' X 8' X 9'6" Tare (kg) 3870 Max. Payload (kg) 28630

Last Movement

The container arrived in MOBILE, AL at 2024-09-27 .

Status	Place of Activity	Date	Time	Transport	Voyage No.
Gate out empty	YANTIAN	2024-07-17	03:42	Truck	
Arrival in	YANTIAN	2024-07-17	13:04	Truck	
Loaded	YANTIAN	2024-07-25	11:07	EVER SMART	130E
Vessel departed	YANTIAN	2024-07-25	21:42	EVER SMART	130E
Vessel arrived	MOBILE, AL	2024-09-07	19:00	EVER SMART	130E
Discharged	MOBILE, AL	2024-09-07	23:14	EVER SMART	130E
Departure from	MOBILE, AL	2024-09-12	09:41	Truck	
Gate in empty	MOBILE, AL	2024-09-27	09:22	Truck	

-  **Quote** ▾
-  **Schedule** NEW
-  **Book** ▾
-  **Documentation** ▾
-  **Finance** ▾
-  **Track** ▴







by Booking

by Container

Subscription

Vessel Tracker

Live Position

Hapag-Lloyd LIVE
-  **Import** ▾
-  **Navigator**
-  **Quality Promises** ▾
-  **Digital Insights Dock** ▾
-  **Gemini Cooperation**
- 

Container No.

(e.g. HLCU1234567)

Find

Clear

Container Information

Type	45GP	Description	HIGH CUBE CONT.	Dimension	40' X 8' X 9'6"	Tare (kg)	3680	Max. Payload (kg)	28820
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Last Movement

The container arrived in MOBILE, AL at 2024-09-25 .

Status	Place of Activity	Date	Time	Transport	Voyage No.
Gate out empty	YANTIAN	2024-07-17	02:46	Truck	
Arrival in	YANTIAN	2024-07-17	19:26	Truck	
Loaded	YANTIAN	2024-07-25	10:55	EVER SMART	130E
Vessel departed	YANTIAN	2024-07-25	21:42	EVER SMART	130E
Vessel arrived	MOBILE, AL	2024-09-07	19:00	EVER SMART	130E
Discharged	MOBILE, AL	2024-09-08	01:29	EVER SMART	130E
Departure from	MOBILE, AL	2024-09-12	08:31	Truck	
Gate in empty	MOBILE, AL	2024-09-25	10:58	Truck	

Bold data represents actual data, all other rows indicate planned movements. Blank dates are under review or not yet available and will be updated once data was received.

- Quote
- Schedule NEW
- Book
- Documentation
- Finance
- Track
- by Booking
- by Container
- Subscription
- Vessel Tracker
- Live Position
- Hapag-Lloyd LIVE
- Import
- Navigator
- Quality Promises
- Digital Insights Dock
- Gemini Cooperation

Container No. (e.g. HLCU1234567)

Find

Clear

Container Information

Type 45GP Description HIGH CUBE CONT. Dimension 40' X 8' X 9'6" Tare (kg) 3900 Max. Payload (kg) 28600

Last Movement

The container arrived in MOBILE, AL at 2024-09-24 .

Status	Place of Activity	Date	Time	Transport	Voyage No.
Gate out empty	YANTIAN	2024-07-17	04:31	Truck	
Arrival in	YANTIAN	2024-07-17	19:35	Truck	
Loaded	YANTIAN	2024-07-25	10:53	EVER SMART	130E
Vessel departed	YANTIAN	2024-07-25	21:42	EVER SMART	130E
Vessel arrived	MOBILE, AL	2024-09-07	19:00	EVER SMART	130E
Discharged	MOBILE, AL	2024-09-07	23:37	EVER SMART	130E
Departure from	MOBILE, AL	2024-09-11	15:52	Truck	
Gate in empty	MOBILE, AL	2024-09-24	07:28	Truck	

Bold data represents actual data, all other rows indicate planned movements. Blank dates are under review or not yet available and will be updated once data was received.

- Quote
- Schedule NEW
- Book
- Documentation
- Finance
- Track

by Booking

by Container

Subscription

Vessel Tracker

Live Position

Hapag-Lloyd LIVE
- Import
- Navigator
- Quality Promises
- Digital Insights Dock
- Gemini Cooperation

Container No. (e.g. HLCU1234567)

Find

Clear

Container Information

Type 45GP Description HIGH CUBE CONT. Dimension 40' X 8' X 9'6" Tare (kg) 3900 Max. Payload (kg) 28600

Last Movement

The container arrived in MOBILE, AL at 2024-09-25 .

Status	Place of Activity	Date	Time	Transport	Voyage No.
Gate out empty	YANTIAN	2024-07-17	04:40	Truck	
Arrival in	YANTIAN	2024-07-17	16:17	Truck	
Loaded	YANTIAN	2024-07-25	10:30	EVER SMART	130E
Vessel departed	YANTIAN	2024-07-25	21:42	EVER SMART	130E
Vessel arrived	MOBILE, AL	2024-09-07	19:00	EVER SMART	130E
Discharged	MOBILE, AL	2024-09-07	23:27	EVER SMART	130E
Departure from	MOBILE, AL	2024-09-12	08:27	Truck	
Gate in empty	MOBILE, AL	2024-09-25	10:46	Truck	

Bold data represents actual data, all other rows indicate planned movements. Blank dates are under review or not yet available and will be updated once data was received.

- Quote
- Schedule NEW
- Book
- Documentation
- Finance
- Track
- by Booking
- by Container
- Subscription
- Vessel Tracker
- Live Position
- Hapag-Lloyd LIVE
- Import
- Navigator
- Quality Promises
- Digital Insights Dock
- Gemini Cooperation

Container No. (e.g. HLCU1234567)

Find

Clear

Container Information

Type	45GP	Description	HIGH CUBE CONT.	Dimension	40' X 8' X 9'6"	Tare (kg)	3730	Max. Payload (kg)	28770
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Last Movement

The container arrived in MOBILE, AL at 2024-09-25 .

Status	Place of Activity	Date	Time	Transport	Voyage No.
Gate out empty	YANTIAN	2024-07-17	02:36	Truck	
Arrival in	YANTIAN	2024-07-17	20:55	Truck	
Loaded	YANTIAN	2024-07-25	10:32	EVER SMART	130E
Vessel departed	YANTIAN	2024-07-25	21:42	EVER SMART	130E
Vessel arrived	MOBILE, AL	2024-09-07	19:00	EVER SMART	130E
Discharged	MOBILE, AL	2024-09-07	23:26	EVER SMART	130E
Departure from	MOBILE, AL	2024-09-11	10:40	Truck	
Gate in empty	MOBILE, AL	2024-09-25	08:52	Truck	

Bold data represents actual data, all other rows indicate planned movements. Blank dates are under review or not yet available and will be updated once data was received.

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-022

Invoice Date.: July 18, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB YANTIAN

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: EVER SMART / 130E

Port of Loading: YANTIAN

Ship on or about: July 25, 2024

Port of Entry: MOBILE, AL

Destination: MONTGOMERY, AL

Container Number (Factory Load) : CAIU8365060, FANU3016481, FCIU8490389, HLBU2706979, TCKU6074130

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209320	679 EA	20.680/EA	14,041.720
SKU No.: 810475687	679 CTNS		
5FT CUPID CASHMERE URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209320	1,445 EA	39.200/EA	56,644.000
SKU No.: 810569935	1,445 CTNS		
6.5FT GRAND RAPIDS FLOCKED TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209320	540 EA	29.710/EA	16,043.400
SKU No.: 810569946	540 CTNS		
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
<div>Manufacturer Name & Address</div> <div>KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA</div>			
Total:		(2,664 CTNS) 2,664	86,729.120
TOTAL (USD) DOLLARS : EIGHTY-SIX THOUSAND SEVEN HUNDRED TWENTY-NINE AND CENTS TWELVE ONLY.			

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
FANU3016481/HLK0024943/40H

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
FANU3016481/HLK0024943/40H

FCIU8490389/HLK0036034/40H
HLBU2706979/HLK0036023/40H
CAIU8365060/HLK0035880/40H
TCKU6074130/HLK0036095/40H

Case 24-11967-JKS Doc 1584-2

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Filed 01/06/25 Page 25 of 422
FCIU8490389/HLK0036034/40H
HLBU2706979/HLK0036023/40H
CAIU8365060/HLK0035880/40H
TCKU6074130/HLK0036095/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-022

Invoice Date.: July 18, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB YANTIAN

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: EVER SMART / 130E

Port of Loading: YANTIAN

Ship on or about: July 25, 2024

Port of Entry: MOBILE, AL

Destination: MONTGOMERY, AL

Container Number (Factory Load) : CAIU8365060, FANU3016481, FCIU8490389, HLBU2706979, TCKU6074130

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95209320	679 EA	3,271.00	4,481.40	55.800	
SKU No.: 810475687	679 CTNS				
5FT CUPID CASHMERE URN TREE	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209320	1,445 EA	12,764.00	14,666.75	159.170	
SKU No.: 810569935	1,445 CTNS				
6.5FT GRAND RAPIDS FLOCKED TREE	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209320	540 EA	4,672.00	5,670.00	68.950	
SKU No.: 810569946	540 CTNS				
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:				
HTS Code.: 9505102500					
Total:	(2,664 CTNS)	2,664	20,707.00	24,818.15	283.920

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
FANU3016481/HLK0024943/40H
FCIU8490389/HLK0036034/40H
HLBU2706979/HLK0036023/40H
CAIU8365060/HLK0035880/40H
TCKU6074130/HLK0036095/40H

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
FANU3016481/HLK0024943/40H
FCIU8490389/HLK0036034/40H
HLBU2706979/HLK0036023/40H
CAIU8365060/HLK0035880/40H
TCKU6074130/HLK0036095/40H

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA



PO # 95317579

Date Created 04/17/2024

Version: 0

Buyer: ROUNTREE, ELISA

Do Not Ship Before: 07/01/2024

Cancel if not Shipped by: 07/08/2024

Must be Routed by: 06/10/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: LCL-YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.

A complete list of requirements can be found on the Big Lots website

www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870

CSC DISTRIBUTION, LLC

2855 SELMA HWY

MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC

4900 E. Dublin Granville Rd

Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD

JOE PENG

NO 50 FAGANG DEVELOPMENT

SHENZHEN GUANGDONG

CHINA

Contact: JOE PENG

Telephone: 86-755-6122-6325 Fax 86-755-6122-6326

E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
3,132	31,288.68	7,360.20	67.227

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95317579

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810734180	12IN PRELIT HARD NE	0.00	CN	12		3,132	2.35	10,254.17	09/02/2024
36004	8147-H75850-02	DECWREATHS			1		261	0.92	31,288.68	
36004005	Winter Wonder Lane		H33					9.99	67.462	13.80
1	481073418006		SEA	4.069	A1					



PO # 95209338

Date Created 03/05/2024

Version: 1

Buyer: ROUNTREE, ELISA

Do Not Ship Before: 07/08/2024

Cancel if not Shipped by: 07/15/2024

Must be Routed by: 06/17/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.

A complete list of requirements can be found on the Big Lots website

www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870

CSC DISTRIBUTION, LLC

2855 SELMA HWY

MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC

4900 E. Dublin Granville Rd

Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD

JOE PENG

NO 50 FAGANG DEVELOPMENT

SHENZHEN GUANGDONG

CHINA

Contact: JOE PENG

Telephone: 86-755-6122-6325 Fax 86-755-6122-6326

E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
1,639	152,873.61	47,507.22	65.871

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3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95209338

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810475687	D - 5FT CUPID CASHM	0.00	CN	1		575	20.68	16,437.64	08/26/2024
36011	8147-H47709-02	URNS			1		575	7.91	40,244.25	
36011005	Winter Wonder Lane		H30					69.99	59.451	92.00
1	481047568706		SEA	2.903	XX					
360	810569946	F - 6.5FT BLITZEN F	0.00	CN	1		642	29.71	26,905.19	08/26/2024
36011	8147-H54452-04	URNS			1		642	12.20	57,773.58	
36011005	Winter Wonder Lane		H30					89.99	53.760	139.99
2	481056994602		SEA	4.510	A1					
360	810569935	PP - 6.5FT GRAND RA	0.00	CN	1		422	39.20	21,208.88	08/26/2024
36011	8147-H71010-01	LIT6-6.5FT			1		422	11.06	54,855.78	
36011003	Winter Wonder Lane		H30					129.99	61.639	189.00
3	481056993506		SEA	3.890	A1					



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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810614468	N - 7.5FT CASH/HAR	0.00	CN	1		1,501	26.23	53,149.21	08/05/2024
36011	8147-H60723-01	LIT7FT&UP			1		1,501	9.18	150,084.99	
36011002	Winter Wonder Lane		H30					99.99	64.850	129.99
1	481061446806		SEA	3.333	A1					
360	810715824	Z - 7.5FT WINDHAM T	0.00	CN	1		1,444	82.50	145,815.12	08/05/2024
36011	8147-H59004-01	LIT7FT&UP			1		1,444	18.48	288,785.56	
36011002	Winter Wonder Lane		H30					199.99	49.920	399.00
2	481071582402		SEA	6.222	A1					
360	810715803	S - 7.5FT SHOWSHOE	0.00	CN	1		1,402	75.80	130,669.20	08/05/2024
36011	8147-H66753-01	LIT7FT&UP			1		1,402	17.40	280,385.98	
36011002	Winter Wonder Lane		H30					199.99	53.776	299.99
3	481071580309		SEA	5.890	A1					
360	810715793	GG - 9FT WINDHAM TR	0.00	CN	1		381	128.70	58,905.65	08/05/2024
36011	8147-H59003-02	LIT7FT&UP			1		381	25.91	114,296.19	
36011002	Winter Wonder Lane		H30					299.99	48.891	599.99
4	481071579303		SEA	8.507	A1					



PO # 95209357

Date Created 03/05/2024

Version: 1

Buyer: ROUNTREE, ELISA

Do Not Ship Before: 07/08/2024

Cancel if not Shipped by: 07/15/2024

Must be Routed by: 06/17/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.

A complete list of requirements can be found on the Big Lots website

www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CRF.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870

CSC DISTRIBUTION, LLC

2855 SELMA HWY

MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC

4900 E. Dublin Granville Rd

Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD

JOE PENG

NO 50 FAGANG DEVELOPMENT

SHENZHEN GUANGDONG

CHINA

Contact: JOE PENG

Telephone: 86-755-6122-6325 Fax 86-755-6122-6326

E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
335	100,496.65	43,114.50	48.462

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**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209357

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810715793	GG - 9FT WINDHAM TR	0.00	CN	1		335	128.70	51,793.68	08/26/2024
36011	8147-H59003-02	LIT7FT&UP			1		335	25.91	100,496.65	
36011002	Winter Wonder Lane		030					299.99	48.891	599.99
4	481071579303		SEA	8.507	A1					

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401702**

Maker/Supplier : **GIFTREE CRAFTS COMPANY LIMITED**

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **SHENZHEN** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
PIN24-BLT-028

Dated: **July 30, 2024**

Date of Receipt of Cargo
July 29, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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**PLEASE REFER TO ATTACHED
SHEET (S) .**

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

2,235 CARTONS **286.470 CBM** **26,256.50 KGS**

**TOTAL : TWO THOUSAND TWO HUNDRED THIRTY-FIVE (2,235) CARTONS
ONLY**

"FREIGHT COLLECT"

SHIPMENT PER S.S. "COSCO MALAYSIA" VOY NO. 100E DISCHARGED AT MOBILE, AL
SAILING ON / ABOUT August 6, 2024. CARGO RECEIVED ON July 29, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: **1**
(Terms and conditions are to be continued to the reverse side hereof.)

SHENZHEN

August 8, 2024

(Place and date of issue.)
YUSEN LOGISTICS

For and on behalf of
Yusen Logistics (Shenzhen) Co., Ltd.

[Signature]
.....
Authorized Signature(s)

As Agent

(Authorized Signature)

V1

V1

FCR No. CNS-SZP-2401702

Attachment Page 1/1

Shipping Mark

BIG LOTS

STORES

PO#

SKU#

DEPT# 360

MADE IN CHINA

BIG LOTS

STORES

PO#

SKU#

DEPT# 360

MADE IN CHINA

BIG LOTS

STORES

PO#

SKU#

DEPT# 360

MADE IN CHINA

Description of Goods

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

FSCU5110822

SEAL# OOLJRT4874

40' DRY

OOCU4735838

SEAL# OOLJXZ8919

40' DRY

OOCU4884488

SEAL# OOLJXV7701

40' DRY

OOCU5003913

SEAL# OOLJXV7754

40' DRY

OOLU7918280

SEAL# OOLJXZ8884

40' DRY

ARTIFICIAL XMAS TREE

PO#95209338

1639PCS/1639CTNS

HS CODE:9505100090

ARTIFICIAL XMAS TREE

PO#95209357

335PCS/335CTNS

HS CODE:9505100090

ARTIFICIAL XMAS WREATH

PO#95317579

3132PCS/261CTNS

HS CODE:9505100090

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL

SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods. Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.2 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obliged) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. **LIABILITY AND LIMITATIONS**
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. **INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. **WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. **DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. **SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. **LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. **RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. **NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. **TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. **NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. **GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.



Cargo Tracking

Search Result - Bill of Lading Number 2150915830

Summary

B/L Vessel Voyage: COSCO MALAYSIA 100E

Bill of Lading Number: 2150915830 (B/L Ready)

Booking Number: 2150915870 (Confirmed)
2150915860 (Confirmed)
2150915830 (Confirmed)
2150915850 (Confirmed)
2150915840 (Confirmed)

Total Containers: 5 x 40' General Purpose Container

Total Quantity: 2235 Carton

FND Customs Clearance Code: R103

Inbound Customs Clearance Status: Note Cleared (09 Sep 2024, 10:55 GMT)

Payment Status (collect charges): Note Cleared

Cargo Release Status: Released

Original B/L Received by Carrier: N.A. (Under Sea WayBill)

Containers Detention & Demurrage

Container Number	Container Size Type	Quantity	Gross Weight	Verified Gross Mass	Latest Event			Final Destination
					Event	Location	Time	
OOCU488448-8	40GP	453 Carton	4742.100 KGS	8312.100 KGS (Submitted)	Picked Up for Delivery	APM Terminals Mobile, Mobile, Alabama, United States	13 Sep 2024, 08:20 CDT	Montgomery, Montgomery, Alabama, United States appointment to be arranged
OOCU500391-3	40GP	485 Carton	3717.600 KGS	7287.600 KGS (Submitted)	Picked Up for Delivery	APM Terminals Mobile, Mobile, Alabama, United States	13 Sep 2024, 10:34 CDT	Montgomery, Montgomery, Alabama, United States appointment to be arranged
FSCU511082-2	40GP	660 Carton	4782.000 KGS	8432.000 KGS (Submitted)	Picked Up for Delivery	APM Terminals Mobile, Mobile, Alabama, United States	13 Sep 2024, 08:01 CDT	Montgomery, Montgomery, Alabama, United States appointment to be arranged
OOLU791828-0	40GP	237 Carton	7038.900 KGS	10678.900 KGS (Submitted)	Picked Up for Delivery	APM Terminals Mobile, Mobile, Alabama, United States	13 Sep 2024, 15:28 CDT	Montgomery, Montgomery, Alabama, United States appointment to be arranged
OOCU473583-8	40GP	400 Carton	5975.900 KGS	9555.900 KGS (Submitted)	Picked Up for Delivery	APM Terminals Mobile, Mobile, Alabama, United States	13 Sep 2024, 08:28 CDT	Montgomery, Montgomery, Alabama, United States appointment to be arranged

Detail of OOCL Container [OOCU488448-8](#) [Detailed Container Specification Enquiry](#)

Inbound Customs Clearance Status: Note Released (09 Sep 2024, 05:55 CDT)

Payment Status (collect charges): Note

Linked Reference Number: Note

Routing Equipment Activities

Origin	Empty Pickup Location	Full Return Location	Port of Load	Vessel Voyage	Port of Discharge	Final Destination Hub	Destination	Empty Return Location	Haulage
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Yantian, Shenzhen, Guangdong, China			Yantian, Shenzhen, Guangdong, China 06 Aug 2024, 21:13 CCT (Actual)	GCC2 COSCO MALAYSIA 100E/100W (100E/100W)	Mobile, Mobile, Alabama, United States 09 Sep 2024, 05:13 CDT (Actual)	APM Terminals Mobile 09 Sep 2024, 10:35 Local (Actual)	Montgomery, Montgomery, Alabama, United States	APM Terminals Mobile (Subject to Confirmation)	CY/DOOR
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NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-028

Invoice Date.: July 30, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB YANTIAN

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: COSCO MALAYSIA / 100E

Port of Loading: YANTIAN

Ship on or about: August 06, 2024

Port of Entry: MOBILE, AL

Destination: MONTGOMERY, AL

Container Number (Factory Load) : FSCU5110822, OOCU4735838, OOCU4884488, OOCU5003913, OOLU7918280

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209338	575 EA	20.680/EA	11,891.000
SKU No.: 810475687	575 CTNS		
5FT CUPID CASHMERE URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209338	422 EA	39.200/EA	16,542.400
SKU No.: 810569935	422 CTNS		
6.5FT GRAND RAPIDS FLOCKED TREE0	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209338	642 EA	29.710/EA	19,073.820
SKU No.: 810569946	642 CTNS		
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209357	335 EA	128.700/EA	43,114.500
SKU No.: 810715793	335 CTNS		
9FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95317579	3,132 EA	2.350/EA	7,360.200
SKU No.: 810734180	261 CTNS		
12IN HARDNEEDLE DECORATION WREATH	No. of Pallet:		
HTS Code.: 9505102500			
Manufacturer Name & Address			
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA			

Total:	(2,235 CTNS)	5,106	97,981.920
TOTAL (USD) DOLLARS : NINETY-SEVEN THOUSAND NINE HUNDRED EIGHTY-ONE AND CENTS NINETY-TWO ONLY.			

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA

Container No./Seal/Size:

FSCU5110822/OOLJRT4874/40'
OOCU4735838/OOLJXZ8919/40'
OOCU4884488/OOLJXV7701/40'
OOCU5003913/OOLJXV7754/40'
OOLU7918280/OOLJXZ8884/40'

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA

Container No./Seal/Size:

FSCU5110822/OOLJRT4874/40'
OOCU4735838/OOLJXZ8919/40'
OOCU4884488/OOLJXV7701/40'
OOCU5003913/OOLJXV7754/40'
OOLU7918280/OOLJXZ8884/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA
BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA
BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-028

Invoice Date.: July 30, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB YANTIAN

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: COSCO MALAYSIA / 100E

Port of Loading: YANTIAN

Ship on or about: August 06, 2024

Port of Entry: MOBILE, AL

Destination: MONTGOMERY, AL

Container Number (Factory Load) : FSCU5110822, OOCU4735838, OOCU4884488, OOCU5003913, OOLU7918280

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95209338	575 EA	2,976.00	3,795.00	47.260
SKU No.: 810475687	575 CTNS			
5FT CUPID CASHMERE URN TREE	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209338	422 EA	3,795.00	4,283.30	46.480
SKU No.: 810569935	422 CTNS			
6.5FT GRAND RAPIDS FLOCKED TREE0	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209338	642 EA	5,678.00	6,741.00	81.980
SKU No.: 810569946	642 CTNS			
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209357	335 EA	8,764.00	9,949.50	80.680
SKU No.: 810715793	335 CTNS			
9FT WINDHAM TREE TWINKLING	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95317579	3,132 EA	1,042.00	1,487.70	30.070
SKU No.: 810734180	261 CTNS			
12IN HARDNEEDLE DECORATION WREATH	No. of Pallet:			

Total:	(2,235 CTNS)	5,106	22,255.00	26,256.50	286.470
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Consolidator(Full Name & Address) KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU , GUANGDONG 516800 CHINA Container No./Seal/Size: FSCU5110822/OOLJRT4874/40' OOCU4735838/OOLJXZ8919/40' OOCU4884488/OOLJXV7701/40' OOCU5003913/OOLJXV7754/40' OOLU7918280/OOLJXZ8884/40'	Container Stuffing Location(Full Name & Address) KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU , GUANGDONG 516800 CHINA Container No./Seal/Size: FSCU5110822/OOLJRT4874/40' OOCU4735838/OOLJXZ8919/40' OOCU4884488/OOLJXV7701/40' OOCU5003913/OOLJXV7754/40' OOLU7918280/OOLJXZ8884/40'
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We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA
BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA
BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

DC	CONSIGNEE	PO#	Order Amount	INVOICE#	INVOICE AMOUNT	FCR NO.	DATE OF FCR ISSUED	BOOKING NUMBER	BILLOF LOADING NUMBER	ACTRAL ARRIVE DESTINATION DATE	VESSEL VOYAGE	CONTAINER NO	WITHIN 20 DAYS OF SEP. 9TH (Y/N)	SHIPPING LINE
890	BIG LOTS STORES, LLC 4900 E. Dublin Granville Rd Columbus, OH 43081-7651 US Telephone: 614-278-6800 Fax: 614-278-6871	95209335	US\$133,105.41	PIN24-BLT-016	US\$54,602.28	CNS-SZP-2401255	07/16/2024	SHZ6470112, SHZ6470115, SHZ6470116, SHZ6470123, SHZ6470124, SHZ6470125, SHZ6470252, SHZ6470254	CMDUSHZ6470064	08/15/2024-09/12/2024	(CMDU) TS MELBOURNE V.0WF1BE1MA	TCLU4348250 / APZU4762831 / SELU4144115/ APZU4790520/ CMAU8240872 / SELU4142880 / CMAU8330050 / APZU4447845	N	https://www.cma-cgm.com/ebusiness/tracking
		95209362	US\$9,266.40	PIN24-BLT-024	US\$9,266.40	CNS-SZP-2401559	07/30/2024		CMDUSHZ6496297	09/23/2024	(CMDU) APL ESPLANADE V.0XR5ZE1MA	TCLU9671013	N	
		95317582	US\$5,865.60	PIN24-BLT-025	US\$5,865.60	CNS-SZP-2401560	07/30/2024		CMDUSHZ6496299	09/23/2024	(CMDU) APL ESPLANADE V.0XR5ZE1MA	CMAU7865865	N	

US\$148,237.41 US\$69,734.28

Attached below: PO, FCR, CONTAINER ARRIVED PROOF, INVOICE, PACKING LIST

INVOICE BREAKDOWN

PO# 95209335				INVOICE No.:PIN24-8147-016			
SKU#	MFG#	DESCRIPTION	QTY(PCS)	CTN NO.	UNIT PRICE	UNIT	AMOUNT
CONTAINER #: TCLU4348250 SEAL #: R6578441							
810569935	8147-H71010-01	6.5FT GRAND RAPIDS FLOCKED TREE	480	480	US\$39.20	PCS	US\$18,816.00
810475687	8147-H59003-02	D-5FT CUPID CASHM URNS	43	43	US\$20.68	PCS	US\$889.24
SUB-TOTAL			523	523			US\$19,705.24
CONTAINER #: APZU4762831 SEAL #: R6578485							
810475687	8147-H59003-02	D-5FT CUPID CASHM URNS	698	698	US\$20.68	PCS	US\$14,434.64
SUB-TOTAL			698	698			US\$14,434.64
CONTAINER #: CMAU8240872 SEAL #: R6578429							
810569935	8147-H71010-01	6.5FT GRAND RAPIDS FLOCKED TREE	522	522	US\$39.20	PCS	US\$20,462.40
SUB-TOTAL			522	522			US\$20,462.40
G-TOTAL:			1743	1743			US\$54,602.28



PO # 95209335

Date Created 03/05/2024
Version: 5
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 06/17/2024
Cancel if not Shipped by: 06/24/2024
Must be Routed by: 05/27/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

COLUMBUS DC - #0890
BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS OH 43228-9006

Telephone: 614-278-6800 Fax: 614-278-3809

BILL TO

BIG LOTS STORES, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD
JOE PENG
NO 50 FAGANG DEVELOPMENT
SHENZHEN GUANGDONG
CHINA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
4,452	431,415.48	133,105.41	65.241

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209335

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810475687	D - 5FT CUPID CASHM	0.00	CN	1		1,509	20.68	43,138.08	08/05/2024
36011	8147-H47709-02	URNS			1		1,509	7.91	105,614.91	
36011005	Winter Wonder Lane		030					69.99	59.451	
1	481047568706		SEA	2.903	XX					
360	810569946	F - 6.5FT BLITZEN F	0.00	CN	1		1,419	29.71	59,468.02	08/05/2024
36011	8147-H54452-04	URNS			1		1,419	12.20	127,695.81	
36011005	Winter Wonder Lane		030					89.99	53.760	149.00
2	481056994602		SEA	4.510	A1					
360	810569935	PP - 6.5FT GRAND RA	0.00	CN	1		1,524	39.20	76,593.19	08/05/2024
36011	8147-H71010-01	LIT6-6.5FT			1		1,524	11.06	198,104.76	
36011003	Winter Wonder Lane		030					129.99	61.639	223.63
3	481056993506		SEA	3.890	A1					

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401255**

Maker/Supplier : GIFTREE CRAFTS COMPANY LIMITED		Maker/Supplier's INVOICE No. PIN24-BLT-016 Dated: July 12, 2024 Date of Receipt of Cargo July 10, 2024
Buyer/Consignee : BIG LOTS STORES, LLC 500 PHILLIPI RD, COLUMBUS, OH 43228, USA		
Shipment From : SHENZHEN To : COLUMBUS, OH		

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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PLEASE REFER TO ATTACHED
SHEET(S) .

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM


CY-CY

4,452 CARTONS 473.100 CBM 38,933.01 KGS

TOTAL : FOUR THOUSAND FOUR HUNDRED FIFTY-TWO (4,452) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TS MELBOURNE" VOY NO. 0WF1BE1MA DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT July 15, 2024. CARGO RECEIVED ON July 10, 2024.

<p>THIS IS NOT A DOCUMENT OF TITLE</p>	<p>SHENZHEN July 16, 2024</p>
<p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p>	<p>(Place and date of issue.) YUSEN LOGISTICS</p> <p><i>For and on behalf of</i> Yusen Logistics (Shenzhen) Co., Ltd.</p> <p> <i>Authorized Signature(s)</i> As Agent</p> <p>..... (Authorized Signature) V1</p>

Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics

V1

FCR No. CNS-SZP-2401255

Attachment Page 1/1

Shipping Mark

BIG LOTS

STORES

PO#

SKU#

DEPT# 360

MADE IN CHINA

Description of Goods

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

TCLU4348250	SEAL# R6578441	40'	DRY
APZU4762831	SEAL# R6578485	40'	DRY
SELU4144115	SEAL# R2172451	40H	DRY
APZU4790520	SEAL# R6587177	40'	DRY
CMAU8240872	SEAL# R6578429	40'	DRY
SELU4142880	SEAL# R2172478	40H	DRY
CMAU8330050	SEAL# R6578424	40'	DRY
APZU4447845	SEAL# R6587174	40'	DRY

ARTIFICIAL XMAS TREE

PO#95209335

4452PCS/4452CTNS

HS CODE: 9505100090

SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH

SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. LIABILITY AND LIMITATIONS
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. INDEMNITY
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. WAREHOUSING
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. DECLARED VALUE
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. LIEN, DISPOSAL OF GOODS, ETC.
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. RATES AND CHARGES
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. NOTICE OF CLAIM
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. TIME BAR
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. GOVERNING LAW
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Tracking details

EMPTY IN DEPOT



TCLU4348250 42 G1

- RECEIPT
- PORT Yantian, CH
- PORT Los Angeles, Ca, US
- DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:21

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Tuesday, 09-JUL-2024 ⌚ 22:35	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 ⌚ 18:22	READY TO BE LOADED	YANTIAN		
Saturday, 13-JUL-2024 ⌚ 22:09	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 ⌚ 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 ⌚ 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Monday, 05-AUG-2024 ⌚ 10:39	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Saturday, 31-AUG-2024 ⌚ 12:05	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Saturday, 31-AUG-2024 ⌚ 12:06	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Saturday, 07-SEP-2024 ⌚ 23:46	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Sunday, 08-SEP-2024 ⌚ 01:01	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Monday, 09-SEP-2024 ⌚ 10:40	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Wednesday, 11-SEP-2024 ⌚ 17:57	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT



 APZU4762831 • 42 G1

- RECEIPT

PORT Yantian, CH


PORT Los Angeles, Ca, US

DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:20

 Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Tuesday, 09-JUL-2024 🕒 23:29	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 🕒 19:10	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 14:55	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 04-AUG-2024 🕒 18:23	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Saturday, 31-AUG-2024 🕒 10:14	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Saturday, 31-AUG-2024 🕒 10:15	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Saturday, 07-SEP-2024 🕒 12:59	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Sunday, 08-SEP-2024 🕒 08:55	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Sunday, 08-SEP-2024 🕒 10:01	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Tuesday, 10-SEP-2024 🕒 12:32	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Thursday, 12-SEP-2024 🕒 10:16	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT



 CMAU8240872 • 42 G1

- RECEIPT
- PORT Yantian, CH
- PORT Los Angeles, Ca, US
- DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:20

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Wednesday, 10-JUL-2024 🕒 06:19	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 🕒 15:54	READY TO BE LOADED	YANTIAN		
Saturday, 13-JUL-2024 🕒 22:05	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Monday, 05-AUG-2024 🕒 10:44	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Saturday, 31-AUG-2024 🕒 12:08	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Saturday, 31-AUG-2024 🕒 12:09	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Saturday, 07-SEP-2024 🕒 23:49	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Sunday, 08-SEP-2024 🕒 01:01	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Monday, 09-SEP-2024 🕒 08:40	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Thursday, 12-SEP-2024 🕒 15:04	EMPTY IN DEPOT	COLUMBUS, OH		

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-016

Sold To: BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: TS MELBOURNE / 0WF1BE1MA

Ship on or about: July 14, 2024

Invoice Date.: July 12, 2024

Delivery To: 500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LOS ANGELES, CA

Destination: COLUMBUS, OH

Container Number (Factory Load) : APZU4447845, APZU4762831, APZU4790520, CMAU8240872, CMAU8330050, SELU4142880, SELU4144115, TCLU4348250

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209335	1,509 EA	20.680/EA	31,206.120
SKU No.: 810475687	1,509 CTNS		
5FT CUPID CASHMERE URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209335	1,524 EA	39.200/EA	59,740.800
SKU No.: 810569935	1,524 CTNS		
6.5FT GRAND RAPIDS FLOCKED TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209335	1,419 EA	29.710/EA	42,158.490
SKU No.: 810569946	1,419 CTNS		
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
<div>Manufacturer Name & Address</div> <div>KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA</div>			
Total:		(4,452 CTNS) 4,452	133,105.410
TOTAL (USD) DOLLARS : ONE HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED FIVE AND CENTS FORTY-ONE ONLY.			

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:

APZU4447845/R6587174/40'
APZU4762831/R6578485/40'
APZU4790520/R6587177/40'
CMAU8240872/R6578429/40'
CMAU8330050/R6578424/40'
SELU4142880/R2172478/40H
SELU4144115/R2172451/40H
TCLU4348250/R6578441/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

APZU4447845/R6587174/40'
APZU4762831/R6578485/40'
APZU4790520/R6587177/40'
CMAU8240872/R6578429/40'
CMAU8330050/R6578424/40'
SELU4142880/R2172478/40H
SELU4144115/R2172451/40H
TCLU4348250/R6578441/40'

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-016

Sold To: BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: TS MELBOURNE / 0WF1BE1MA

Ship on or about: July 14, 2024

Invoice Date.: July 12, 2024

Delivery To: 500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LOS ANGELES, CA

Destination: COLUMBUS, OH

Container Number (Factory Load) : APZU4447845, APZU4762831, APZU4790520, CMAU8240872, CMAU8330050, SELU4142880, SELU4144115, TCLU4348250

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95209335	1,509 EA	8,769.00	9,883.95	124.020	
SKU No.: 810475687	1,509 CTNS				
5FT CUPID CASHMERE URN TREE	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209335	1,524 EA	13,972.00	14,036.04	167.870	
SKU No.: 810569935	1,524 CTNS				
6.5FT GRAND RAPIDS FLOCKED TREE	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209335	1,419 EA	14,073.00	15,013.02	181.210	
SKU No.: 810569946	1,419 CTNS				
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:				
HTS Code.: 9505102500					
Total:	(4,452 CTNS)	4,452	36,814.00	38,933.01	473.100

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
APZU4447845/R6587174/40'
APZU4762831/R6578485/40'
APZU4790520/R6587177/40'
CMAU8240872/R6578429/40'

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
APZU4447845/R6587174/40'
APZU4762831/R6578485/40'
APZU4790520/R6587177/40'
CMAU8240872/R6578429/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA



PO # 95209362

Date Created 03/05/2024

Version: 4

Buyer: ROUNTREE, ELISA

Do Not Ship Before: 07/08/2024

Cancel if not Shipped by: 07/15/2024

Must be Routed by: 06/17/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.

A complete list of requirements can be found on the Big Lots website

www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CRF.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

COLUMBUS DC - #0890

BIG LOTS STORES, LLC

500 PHILLIPI RD

COLUMBUS OH 43228-9006

Telephone: 614-278-6800 Fax: 614-278-3809

BILL TO

BIG LOTS STORES, LLC

4900 E. Dublin Granville Rd

Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD

JOE PENG

NO 50 FAGANG DEVELOPMENT

SHENZHEN GUANGDONG

CHINA

Contact: JOE PENG

Telephone: 86-755-6122-6325 Fax 86-755-6122-6326

E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
72	21,599.28	9,266.40	48.462

OFFICE-COPY



IMPORTANT Terms and Conditions

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods unadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209362

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810715793	GG - 9FT WINDHAM TR	0.00	CN	1		72	128.70	11,131.78	08/26/2024
36011	8147-H59003-02	LIT7FT&UP			1		72	25.91	21,599.28	
36011002	Winter Wonder Lane		030					299.99	48.891	599.99
4	481071579303		SEA	8.507	A1					

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401559**

Maker/Supplier : **GIFTREE CRAFTS COMPANY LIMITED**

Buyer/Consignee : **BIG LOTS STORES, LLC**
500 PHILLIPI RD, COLUMBUS, OH 43228, USA

Shipment From : **SHENZHEN** To : **COLUMBUS, OH**

Maker/Supplier's INVOICE No.
PIN24-BLT-024

Dated: **July 30, 2024**

Date of Receipt of Cargo
July 25, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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**BIG LOTS
STORES**

**PO#
SKU#
DEPT# 360
MADE IN CHINA**

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TCLU9671013 (PART) SEAL# R7367149 40H DRY

ARTIFICIAL XMAS TREE
PO#95209362
72PCS/72CTNS
HS CODE:9505100090

SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

72 CARTONS 18.108 CBM 2,145.00 KGS

TOTAL : SEVENTY-TWO (72) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "APL ESPLANADE" VOY NO. 0XR5ZE1MA DISCHARGED AT NORFOLK, VA
SAILING ON / ABOUT August 13, 2024. CARGO RECEIVED ON July 25, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: **1**
 (Terms and conditions are to be continued to the reverse side hereof.)

SHENZHEN

July 30, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For and on behalf of
Yusen Logistics (Shenzhen) Co., Ltd.

[Signature]

Authorized Signature(s)

As Agent

(Authorized Signature)

V1

Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods. Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.2 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. **LIABILITY AND LIMITATIONS**
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. **INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. **WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. **DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. **SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. **LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. **RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. **NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. **TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. **NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. **GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Tracking details

TRAIN ARRIVAL FOR IMPORT



TCLU9671013 45 G1



RECEIPT

PORT Yantian, CH

PORT Norfolk, Va, US

DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 08:22

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Tuesday, 30-JUL-2024 ⌚ 11:32	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 31-JUL-2024 ⌚ 16:41	READY TO BE LOADED	YANTIAN		
Tuesday, 13-AUG-2024 ⌚ 16:22	LOADED ON BOARD	YANTIAN	APL ESPLANADE	0XR5ZE1MA
Wednesday, 14-AUG-2024 ⌚ 02:28	VESSEL DEPARTURE	YANTIAN	APL ESPLANADE	0XR5ZE1MA
Thursday, 19-SEP-2024 ⌚ 12:00	VESSEL ARRIVAL	NORFOLK, VA	APL ESPLANADE	0XR60W1MA
Friday, 20-SEP-2024 ⌚ 02:08	DISCHARGED	NORFOLK, VA	APL ESPLANADE	0XR60W1MA
Friday, 20-SEP-2024 ⌚ 17:13	FULL LOAD ON RAIL FOR IMPORT	NORFOLK, VA		
Monday, 23-SEP-2024 ⌚ 23:02	CONTAINER IN TRANSIT FOR IMPORT	NORFOLK, VA		
Thursday, 26-SEP-2024 ⌚ 03:02	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-024

Sold To: BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: APL ESPLANADE / 0XR5ZE1MA

Ship on or about: August 14, 2024

Invoice Date.: July 30, 2024

Delivery To: 500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: NORFOLK, VA

Destination: COLUMBUS, OH

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209362	72 EA	128.700/EA	9,266.400
SKU No.: 810715793	72 CTNS		
9FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
<u>Manufacturer Name & Address</u> KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA			
Total: (72 CTNS)		72	9,266.400
TOTAL (USD) DOLLARS : NINE THOUSAND TWO HUNDRED SIXTY-SIX AND CENTS FORTY ONLY.			

Consolidator(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
TCLU9671013/R7367149/40H

Container Stuffing Location(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
TCLU9671013/R7367149/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-024

Sold To: BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: APL ESPLANADE / 0XR5ZE1MA

Ship on or about: August 14, 2024

Invoice Date.: July 30, 2024

Delivery To: 500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: NORFOLK, VA

Destination: COLUMBUS, OH

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95209362	72 EA	1,678.00	2,145.00	18.108	
SKU No.: 810715793	72 CTNS				
9FT WINDHAM TREE TWINKLING	No. of Pallet:				
HTS Code.: 9505102500					
Total:	(72 CTNS)	72	1,678.00	2,145.00	18.108

Consolidator(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
TCLU9671013/R7367149/40H

Container Stuffing Location(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
TCLU9671013/R7367149/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA



PO # 95317582

Date Created 04/17/2024

Version: 0

Buyer: ROUNTREE, ELISA

Do Not Ship Before: 07/01/2024

Cancel if not Shipped by: 07/08/2024

Must be Routed by: 06/10/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: LCL-YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.

A complete list of requirements can be found on the Big Lots website

www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

COLUMBUS DC - #0890

BIG LOTS STORES, LLC

500 PHILLIPI RD

COLUMBUS OH 43228-9006

Telephone: 614-278-6800 Fax: 614-278-3809

BILL TO

BIG LOTS STORES, LLC

4900 E. Dublin Granville Rd

Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD

JOE PENG

NO 50 FAGANG DEVELOPMENT

SHENZHEN GUANGDONG

CHINA

Contact: JOE PENG

Telephone: 86-755-6122-6325 Fax 86-755-6122-6326

E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
2,496	24,935.04	5,865.60	67.227

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95317582

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810734180	12IN PRELIT HARD NE	0.00	CN	12		2,496	2.35	8,171.90	09/02/2024
36004	8147-H75850-02	DECWREATHS			1		208	0.92	24,935.04	
36004005	Winter Wonder Lane		H33					9.99	67.462	13.80
1	481073418006		SEA	4.069	A1					

Yusen Logistics - Yusen Logistics

Yusen Logistics

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FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401560**

Maker/Supplier : **GIFTREE CRAFTS COMPANY LIMITED**
Buyer/Consignee : **BIG LOTS STORES, LLC**
500 PHILLIPI RD, COLUMBUS, OH 43228, USA
Shipment From : **SHENZHEN** To : **COLUMBUS, OH**

Maker/Supplier's INVOICE No.
PIN24-BLT-025
Dated: **July 30, 2024**
Date of Receipt of Cargo
July 26, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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**BIG LOTS
STORES**

**PO#
SKU#
DEPT# 360
MADE IN CHINA**

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

CMAU7865865 (PART) SEAL# R7367144 40H DRY

ARTIFICIAL XMAS WREATH
PO#95317582
2496PCS/208CTNS
HS CODE:9505100090

SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING MATERIAL

208 CARTONS 24.736 CBM 1,206.00 KGS

TOTAL : TWO HUNDRED EIGHT (208) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "APL ESPLANADE" VOY NO. 0XR5ZE1MA DISCHARGED AT NORFOLK, VA
SAILING ON / ABOUT August 13, 2024. CARGO RECEIVED ON July 26, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

SHENZHEN

July 30, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For and on behalf of
Yusen Logistics (Shenzhen) Co., Ltd.

[Signature]

Authorized Signature(s)

As Agent

(Authorized Signature)

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1. Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1. Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2. Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3. Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1. SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2. Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3. Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4. Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5. Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6. Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7. Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. LIABILITY AND LIMITATIONS
- 6.1. SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2. Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3. Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4. Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5. No insurance will be arranged by Company for the benefit of Shipper.
- 6.6. Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7. Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8. By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. INDEMNITY
- 7.1. Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2. Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3. Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4. Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. WAREHOUSING
- 8.1. Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. DECLARED VALUE
- 9.1. Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.
- 10.1. Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. LIEN, DISPOSAL OF GOODS, ETC.
- 11.1. Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2. Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3. Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4. The rights of Company under this Section are independent and cumulative.
12. RATES AND CHARGES
- 12.1. Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2. Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3. On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. NOTICE OF CLAIM
- 13.1. Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2. No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. TIME BAR
- 14.1. Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS
- 15.1. Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. GOVERNING LAW
- 16.1. These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Tracking details

RECEIVED FOR IMPORT TRANSFER

CMAU7865865

45 G1

RECEIPT

PORT Yantian, CH

PORT Norfolk, Va, US

DELIVERY Columbus, Oh, US

Booking reference

Custom reference N/A

Exported on Friday 27-SEP-2024 at 08:19

Times reflected are local Times

Provisional moves are given for information purpose only, without warranty of any kind either expressed or implied, and are subject to change at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Tuesday, 30-JUL-2024 🕒 11:07	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 31-JUL-2024 🕒 10:27	READY TO BE LOADED	YANTIAN		
Wednesday, 14-AUG-2024 🕒 00:02	LOADED ON BOARD	YANTIAN	APL ESPLANADE	0XR5ZE1MA
Wednesday, 14-AUG-2024 🕒 02:28	VESSEL DEPARTURE	YANTIAN	APL ESPLANADE	0XR5ZE1MA
Thursday, 19-SEP-2024 🕒 12:00	VESSEL ARRIVAL	NORFOLK, VA	APL ESPLANADE	0XR60W1MA
Thursday, 19-SEP-2024 🕒 21:42	DISCHARGED	NORFOLK, VA	APL ESPLANADE	0XR60W1MA
Friday, 20-SEP-2024 🕒 13:15	FULL LOAD ON RAIL FOR IMPORT	NORFOLK, VA		
Saturday, 21-SEP-2024 🕒 08:02	CONTAINER IN TRANSIT FOR IMPORT	NORFOLK, VA		
Sunday, 22-SEP-2024 🕒 14:54	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Monday, 23-SEP-2024 🕒 08:08	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Monday, 23-SEP-2024 🕒 09:20	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-025

Sold To: BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: APL ESPLANADE / 0XR5ZE1MA

Ship on or about: August 14, 2024

Invoice Date.: July 30, 2024

Delivery To: 500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: NORFOLK, VA

Destination: COLUMBUS, OH

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95317582	2,496 EA	2.350/EA	5,865.600
SKU No.: 810734180	208 CTNS		
12IN HARDNEEDLE DECORATION WREATH	No. of Pallet:		
HTS Code.: 9505102500			
<u>Manufacturer Name & Address</u>			
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA			
Total:		(208 CTNS) 2,496	5,865.600
TOTAL (USD) DOLLARS : FIVE THOUSAND EIGHT HUNDRED SIXTY-FIVE AND CENTS SIXTY ONLY.			

Consolidator(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
CMAU7865865/R7367144/40H

Container Stuffing Location(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
CMAU7865865/R7367144/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-025

Sold To: BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: APL ESPLANADE / 0XR5ZE1MA

Ship on or about: August 14, 2024

Invoice Date.: July 30, 2024

Delivery To: 500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: NORFOLK, VA

Destination: COLUMBUS, OH

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95317582	2,496 EA	1,067.00	1,206.00	24.736
SKU No.: 810734180	208 CTNS			
12IN HARDNEEDLE DECORATION WREATH	No. of Pallet:			
HTS Code.: 9505102500				
Total:	(208 CTNS)	2,496	1,067.00	1,206.00
				24.736

Consolidator(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
CMAU7865865/R7367144/40H

Container Stuffing Location(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
CMAU7865865/R7367144/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

DC	CONSIGNEE	PO#	Order Amount	INVOICE#	INVOICE AMOUNT	FCR NO.	DATE OF FCR ISSUED	BOOKING NUMBER	BILLOF LOADING NUMBER	ACTRAL ARRIVE DESTINATION DATE	VESSEL VOYAGE	CONTAINER NO	WITHIN 20 DAYS OF SEP. 9TH (Y/N)	SHIPPING LINE
874	CLOSEOUT DISTRIBUTION, LLC 4900 E. Dublin Granville Rd Columbus, OH 43081-7651 US Telephone: 614-278-6800 Fax: 614-278-6871	95209352	US\$206,658.10	PIN24-BLT-030	US\$118,334.60	CNS-SZP-2401754	08/15/2024	SHZ6541416 SHZ6541419 SHZ6538129 SHZ6541417 SHZ6541422	CMDUSHZ6538129	09/30/2024	(CMDU) CMA CGM NORMA V.1TU9IS1MA	APZU4883113 / CMAU8137139 / CMAU9096986/ TGHU5106498 / TXGU7999209	N	https://www.cma-cgm.com/ebusiness/tracking
		95209321	US\$132,581.87	PIN24-BLT-031	US\$101,980.57	CNS-SZP-2401824	08/21/2024	2151312240, 2151312250, 2151312260, 2151312270, 2151312280, 2151312290	OOLU2151312240	09/30/2024	(OOLU) COSCO SHIPPING ORCHID V.025E	CCLU4936108 / CSNU4088432 / OOCU4958528 / OOCU5008962 / OOLU4424832 / TCLU4250393	N	https://www.oocl.com/usa/eng/Pages/default.aspx
		95209358	US\$56,386.13	PIN24-BLT-029	US\$62,618.33	CNS-SZP-2401579	07/30/2024	SZPM78764400, SZPM39731700	SZPM39731700	09/24/2024	(HDMU) YM WARRANTY V.0022E	HMMU9062600 / KOCU9021295	N	https://www.hmm21.com/e-service/general/trackNTrace/TrackNTrace.do
		95317580	US\$6,232.20											

US\$282,933.50

Attached below: PO, FCR, CONTAINER ARRIVED PROOF, INVOICE, PACKING LIST



PO # 95209352

Date Created 03/05/2024
Version: 0
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 06/24/2024
Cancel if not Shipped by: 07/01/2024
Must be Routed by: 06/03/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD
JOE PENG
NO 50 FAGANG DEVELOPMENT
SHENZHEN GUANGDONG
CHINA

Contact: JOE PENG
Telephone: 86-755-6122-6325 Fax 86-755-6122-6326
E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
3,355	560,266.45	206,658.10	62.453

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209352

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810614468	N - 7.5FT CASH/HAR	0.00	CN	1		1,250	26.23	44,261.50	08/05/2024
36011	8147-H60723-01	LIT7FT&UP			1		1,250	9.18	124,987.50	
36011002	Winter Wonder Lane		H30					99.99	64.850	129.99
1	481061446806		SEA	3.333	A1					
360	810715824	Z - 7.5FT WINDHAM T	0.00	CN	1		1,007	82.50	101,686.86	08/05/2024
36011	8147-H59004-01	LIT7FT&UP			1		1,007	18.48	201,389.93	
36011002	Winter Wonder Lane		H30					199.99	49.920	399.00
2	481071582402		SEA	6.222	A1					
360	810715803	S - 7.5FT SHOWSHOE	0.00	CN	1		955	75.80	89,007.91	08/05/2024
36011	8147-H66753-01	LIT7FT&UP			1		955	17.40	190,990.45	
36011002	Winter Wonder Lane		H30					199.99	53.776	299.99
3	481071580309		SEA	5.890	A1					
360	810715793	GG - 9FT WINDHAM TR	0.00	CN	1		143	128.70	22,108.94	08/05/2024
36011	8147-H59003-02	LIT7FT&UP			1		143	25.91	42,898.57	
36011002	Winter Wonder Lane		H30					299.99	48.891	599.99
4	481071579303		SEA	8.507	A1					

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. CNS-SZP-2401754

Maker/Supplier : GIFTREE CRAFTS COMPANY LIMITED

Buyer/Consignee : CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : SHENZHEN To : TREMONT, PA

Maker/Supplier's INVOICE No.
PIN24-BLT-030

Dated: August 15, 2024

Date of Receipt of Cargo
August 13, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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PLEASE REFER TO ATTACHED
SHEET (S) .

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

2,148 CARTONS 292.790 CBM 28,184.85 KGS

=====

TOTAL : TWO THOUSAND ONE HUNDRED FORTY-EIGHT (2,148) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "CMA CGM NORMA" VOY NO. 1TU9IS1MA DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT August 20, 2024. CARGO RECEIVED ON August 13, 2024.

THIS IS NOT A DOCUMENT OF TITLE	SHENZHEN August 15, 2024
The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.	(Place and date of issue.) YUSEN LOGISTICS For and on behalf of Yusen Logistics (Shenzhen) Co., Ltd. Authorized Signature(s) As Agent
No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)	(Authorized Signature) V2

V2

FCR No. CNS-SZP-2401754

Attachment Page 1/1

Shipping Mark

BIG LOTS

STORES

PO#

SKU#

DEPT# 360

MADE IN CHINA

Description of Goods

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

APZU4883113	SEAL# R7059456	40'	DRY
CMAU8137139	SEAL# R7438864	40'	DRY
CMAU9096986	SEAL# R7433878	40'	DRY
TGHU5106498	SEAL# R7059406	40'	DRY
TXGU7999209	SEAL# R2170495	40H	DRY

ARTIFICIAL XMAS TREE

PO#95209352

2148PCS/2148CTNS

HS CODE:9505100090

SHIP TO CODE & LOCATION : 00874-TREMONT, PA

SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. LIABILITY AND LIMITATIONS
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. INDEMNITY
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. WAREHOUSING
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. DECLARED VALUE
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. LIEN, DISPOSAL OF GOODS, ETC.
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. RATES AND CHARGES
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. NOTICE OF CLAIM
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. TIME BAR
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. GOVERNING LAW
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Tracking details

VESSEL DEPARTURE



 **APZU4883113** • 42 G1

- RECEIPT
- PORT Yantian, CH
- PORT New York, Ny, US
- DELIVERY

Booking reference

Custom reference

N/A

Exported on

Friday 27-SEP-2024 at 09:16

Times reflected are local Times

Provisional moves are given for information purpose only, without warranty of any kind either expressed or implied, and are subject to change at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Monday, 12-AUG-2024 🕒 01:31	EMPTY TO SHIPPER	SHEKOU		
Monday, 12-AUG-2024 🕒 16:11	READY TO BE LOADED	YANTIAN		
Tuesday, 20-AUG-2024 🕒 16:19	LOADED ON BOARD	YANTIAN	CMA CGM NORMA	1TU9IS1MA
Tuesday, 20-AUG-2024 🕒 22:48	VESSEL DEPARTURE	YANTIAN	CMA CGM NORMA	1TU9IS1MA
Monday, 30-SEP-2024 🕒 13:00	VESSEL ARRIVAL	NEW YORK, NY	CMA CGM NORMA	1TU9JN1MA

Tracking details

VESSEL DEPARTURE



 CMAU8137139 • 42 GO

- RECEIPT

PORT Yantian, CH

PORT New York, Ny, US

DELIVERY

Booking reference

Custom reference

N/A

Exported on

Friday 27-SEP-2024 at 09:16

Date	Moves	Location	Vessel	Voyage
Tuesday, 13-AUG-2024 🕒 02:10	EMPTY TO SHIPPER	SHEKOU		
Tuesday, 13-AUG-2024 🕒 15:52	READY TO BE LOADED	YANTIAN		
Tuesday, 20-AUG-2024 🕒 14:58	LOADED ON BOARD	YANTIAN	CMA CGM NORMA	1TU9IS1MA
Tuesday, 20-AUG-2024 🕒 22:48	VESSEL DEPARTURE	YANTIAN	CMA CGM NORMA	1TU9IS1MA
Monday, 30-SEP-2024 🕒 13:00	VESSEL ARRIVAL	NEW YORK, NY	CMA CGM NORMA	1TU9JN1MA

ⓘ Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Tracking details

VESSEL DEPARTURE



 CMAU9096986 • 42 G1

- RECEIPT

PORT Yantian, CH

PORT New York, Ny, US

DELIVERY

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:17

Date	Moves	Location	Vessel	Voyage
Tuesday, 13-AUG-2024 🕒 11:56	EMPTY TO SHIPPER	SHEKOU		
Wednesday, 14-AUG-2024 🕒 07:30	READY TO BE LOADED	YANTIAN		
Tuesday, 20-AUG-2024 🕒 14:42	LOADED ON BOARD	YANTIAN	CMA CGM NORMA	1TU9IS1MA
Tuesday, 20-AUG-2024 🕒 22:48	VESSEL DEPARTURE	YANTIAN	CMA CGM NORMA	1TU9IS1MA
Monday, 30-SEP-2024 🕒 13:00	VESSEL ARRIVAL	NEW YORK, NY	CMA CGM NORMA	1TU9JN1MA

ⓘ Times reflected are local Times
Provisional moves are given for information purpose only, without warranty of any kind either expressed or implied, and are subject to change at any time without further notice.

Tracking details

VESSEL DEPARTURE



 TGHU5106498 • 42 G1

- RECEIPT

PORT Yantian, CH

PORT New York, Ny, US

DELIVERY

Booking reference

Custom reference

N/A

Exported on

Friday 27-SEP-2024 at 09:17

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Monday, 12-AUG-2024 🕒 03:12	EMPTY TO SHIPPER	SHEKOU		
Monday, 12-AUG-2024 🕒 17:40	READY TO BE LOADED	YANTIAN		
Tuesday, 20-AUG-2024 🕒 17:36	LOADED ON BOARD	YANTIAN	CMA CGM NORMA	1TU9IS1MA
Tuesday, 20-AUG-2024 🕒 22:48	VESSEL DEPARTURE	YANTIAN	CMA CGM NORMA	1TU9IS1MA
Monday, 30-SEP-2024 🕒 13:00	VESSEL ARRIVAL	NEW YORK, NY	CMA CGM NORMA	1TU9JN1MA

Tracking details

VESSEL DEPARTURE



 TXGU7999209 • 45 G1

- RECEIPT

PORT Yantian, CH

PORT New York, Ny, US

DELIVERY

Booking reference

Custom reference

N/A

Exported on

Friday 27-SEP-2024 at 09:18

ⓘ

 Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Monday, 12-AUG-2024 🕒 09:00	EMPTY TO SHIPPER	YANTIAN		
Monday, 12-AUG-2024 🕒 23:26	READY TO BE LOADED	YANTIAN		
Tuesday, 20-AUG-2024 🕒 15:22	LOADED ON BOARD	YANTIAN	CMA CGM NORMA	1TU9IS1MA
Tuesday, 20-AUG-2024 🕒 22:48	VESSEL DEPARTURE	YANTIAN	CMA CGM NORMA	1TU9IS1MA
Monday, 30-SEP-2024 🕒 13:00	VESSEL ARRIVAL	NEW YORK, NY	CMA CGM NORMA	1TU9JN1MA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-030

Invoice Date.: August 15, 2024

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB YANTIAN

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: CMA CGM NORMA / 1TU9IS1MA

Port of Loading: YANTIAN

Ship on or about: August 20, 2024

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : APZU4883113, CMAU8137139, CMAU9096986, TGHU5106498, TXGU7999209

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209352	1,050 EA	26.230/EA	27,541.500
SKU No.: 810614468	1,050 CTNS		
7.5FT CASH/HARD NEEDLE PENCIL TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209352	143 EA	128.700/EA	18,404.100
SKU No.: 810715793	143 CTNS		
9FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209352	955 EA	75.800/EA	72,389.000
SKU No.: 810715803	955 CTNS		
7.5FT SHOWSHOE TREE GLITTER	No. of Pallet:		
HTS Code.: 9505102500			
<div>Manufacturer Name & Address</div> <div>KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA</div>			
Total:		(2,148 CTNS) 2,148	118,334.600
TOTAL (USD) DOLLARS : ONE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED THIRTY-FOUR AND CENTS SIXTY ONLY.			

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
APZU4883113/R7059456/40'

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
APZU4883113/R7059456/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-030

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: CMA CGM NORMA / 1TU9IS1MA

Ship on or about: August 20, 2024

Invoice Date.: August 15, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : APZU4883113, CMAU8137139, CMAU9096986, TGHU5106498, TXGU7999209

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95209352	1,050 EA	7,867.00	8,610.00	99.100	
SKU No.: 810614468	1,050 CTNS				
7.5FT CASH/HARD NEEDLE PENCIL TREE	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209352	143 EA	3,674.00	4,247.10	34.440	
SKU No.: 810715793	143 CTNS				
9FT WINDHAM TREE TWINKLING	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209352	955 EA	14,678.00	15,327.75	159.250	
SKU No.: 810715803	955 CTNS				
7.5FT SHOWSHOE TREE GLITTER	No. of Pallet:				
HTS Code.: 9505102500					
Total:	(2,148 CTNS)	2,148	26,219.00	28,184.85	292.790

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
APZU4883113/R7059456/40'
CMAU8137139/R7438864/40'
CMAU9096986/R7433878/40'
TGHU5106498/R7059406/40'
TXGU7999209/R2170495/40H

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
APZU4883113/R7059456/40'
CMAU8137139/R7438864/40'
CMAU9096986/R7433878/40'
TGHU5106498/R7059406/40'
TXGU7999209/R2170495/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA



PO # 95209321

Date Created 03/05/2024
Version: 0
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 06/24/2024
Cancel if not Shipped by: 07/01/2024
Must be Routed by: 06/03/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD
JOE PENG
NO 50 FAGANG DEVELOPMENT
SHENZHEN GUANGDONG
CHINA

Contact: JOE PENG
Telephone: 86-755-6122-6325 Fax 86-755-6122-6326
E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
4,449	429,025.51	132,581.87	65.326

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209321

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810475687	D - 5FT CUPID CASHM	0.00	CN	1		1,493	20.68	42,680.69	08/05/2024
36011	8147-H47709-02	URNS			1		1,493	7.91	104,495.07	
36011005	Winter Wonder Lane		H30					69.99	59.451	92.00
1	481047568706		SEA	2.903	XX					
360	810569946	F - 6.5FT BLITZEN F	0.00	CN	1		1,493	29.71	62,569.24	08/05/2024
36011	8147-H54452-04	URNS			1		1,493	12.20	134,355.07	
36011005	Winter Wonder Lane		H30					89.99	53.760	139.99
2	481056994602		SEA	4.510	A1					
360	810569935	PP - 6.5FT GRAND RA	0.00	CN	1		1,463	39.20	73,527.45	08/05/2024
36011	8147-H71010-01	LIT6-6.5FT			1		1,463	11.06	190,175.37	
36011003	Winter Wonder Lane		H30					129.99	61.639	189.00
3	481056993506		SEA	3.890	A1					

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401824**

Maker/Supplier : **GIFTREE CRAFTS COMPANY LIMITED**

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **SHENZHEN** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
PIN24-BLT-031

Dated: **August 19, 2024**

Date of Receipt of Cargo
August 17, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

**PLEASE REFER TO ATTACHED
SHEET (S) .**

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM


CY-CY

3,419 CARTONS **342.960 CBM** **29,564.75 KGS**

**TOTAL : THREE THOUSAND FOUR HUNDRED NINETEEN (3,419) CARTONS
ONLY**

"FREIGHT COLLECT"

SHIPMENT PER S.S. "COSCO SHIPPING ORCHID" VOY NO. 025E DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT August 24, 2024. CARGO RECEIVED ON August 17, 2024.

THIS IS NOT A DOCUMENT OF TITLE		SHENZHEN August 21, 2024	
<p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p>		(Place and date of issue.) YUSEN LOGISTICS	
		<i>For and on behalf of</i> Yusen Logistics (Shenzhen) Co., Ltd.	
		 Authorized Signature(s)	
		(Authorized Signature) V1	

As Agent

V1

FCR No. CNS-SZP-2401824

Attachment Page 1/1

Shipping Mark

BIG LOTS

STORES

PO#

SKU#

DEPT# 360

MADE IN CHINA

Description of Goods

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

CCLU4936108	SEAL# OOLJAR0582	40'	DRY
CSNU4088432	SEAL# OOLJAR0438	40'	DRY
OOCU4958528	SEAL# OOLJAR0437	40'	DRY
OOCU5008962	SEAL# OOLJXY2094	40'	DRY
OOLU4424832	SEAL# OOLJAR0594	40'	DRY
TCLU4250393	SEAL# OOLJAR0539	40'	DRY

ARTIFICIAL XMAS TREE

PO#95209321

3419PCS/3419CTNS

HS CODE: 9505100090

SHIP TO CODE & LOCATION : 00874-TREMONT, PA

SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. **LIABILITY AND LIMITATIONS**
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. **INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
8. **WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. **DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. **SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. **LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. **RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. **NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. **TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. **NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. **GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.



Cargo Tracking

Search Result - Bill of Lading Number 2151312240

Summary

B/L Vessel Voyage: COSCO SHIPPING ORCHID 025E

Bill of Lading Number: 2151312240 (B/L Ready)

Booking Number: 2151312270 (Confirmed)
2151312260 (Confirmed)
2151312290 (Confirmed)
2151312280 (Confirmed)
2151312250 (Confirmed)
2151312240 (Confirmed)

Total Containers: 6 x 40' General Purpose Container

Total Quantity: 3419 Carton

FND Customs Clearance Code: E416

Inbound Customs Clearance Status: Note Cleared (24 Sep 2024, 14:20 GMT)

Payment Status (collect charges): Note Cleared

Cargo Release Status: Released

Original B/L Received by Carrier: N.A. (Under Sea WayBill)

Containers Detention & Demurrage

Container Number	Container Size Type	Quantity	Gross Weight	Verified Gross Mass	Latest Event			Final Destination
					Event	Location	Time	
CCLU493610-8	40GP	700 Carton	4620.000 KGS	8360.000 KGS (Submitted)	Customs Released	New York, New York, New York, New York, United States	24 Sep 2024, 10:20 EDT	Tremont, Schuylkill, Pennsylvania, United States appointment to be arranged
OOLU442483-2	40GP	445 Carton	4672.500 KGS	8272.500 KGS (Submitted)	Customs Released	New York, New York, New York, United States	24 Sep 2024, 10:20 EDT	Tremont, Schuylkill, Pennsylvania, United States appointment to be arranged
CSNU408843-2	40GP	700 Carton	4620.000 KGS	8260.000 KGS (Submitted)	Customs Released	New York, New York, New York, United States	24 Sep 2024, 10:20 EDT	Tremont, Schuylkill, Pennsylvania, United States appointment to be arranged
OOCU495852-8	40GP	544 Carton	5197.750 KGS	8777.750 KGS (Submitted)	Carrier and Customs Released	New York, New York, New York, United States	24 Sep 2024, 10:20 EDT	Tremont, Schuylkill, Pennsylvania, United States appointment to be arranged
TCLU425039-3	40GP	515 Carton	5227.250 KGS	8887.250 KGS (Submitted)	Customs Released	New York, New York, New York, United States	24 Sep 2024, 10:20 EDT	Tremont, Schuylkill, Pennsylvania, United States appointment to be arranged
OOCU500896-2	40GP	515 Carton	5227.250 KGS	8797.250 KGS (Submitted)	Customs Released	New York, New York,	24 Sep 2024,	Tremont, Schuylkill, Pennsylvania, United States appointment to be arranged

New York, New York, United States
10:20 EDT

Detail of OOCL Container CCLU493610-8 [Detailed Container Specification Enquiry](#)

Inbound Customs Clearance Status: Note Released (24 Sep 2024, 10:20 EDT)
Payment Status (collect charges): Note
Linked Reference Number: Note

Routing		Equipment Activities							
Origin	Empty Pickup Location	Full Return Location	Port of Load	Vessel Voyage	Port of Discharge	Final Destination Hub	Destination	Empty Return Location	Haulage
Yantian, Shenzhen, Guangdong, China			Yantian, Shenzhen, Guangdong, China 26 Aug 2024, 11:48 CCT (Actual)	ECX1 COSCO SHIPPING ORCHID 025E (025E)	New York, New York, United States 27 Sep 2024, 23:30 EDT (Estimated)	Maher Terminals LLC 30 Sep 2024, 08:00 EDT (Estimated)	Tremont, Schuylkill, Pennsylvania, United States	Maher Terminals LLC (Subject to Confirmation)	CY/DOOR



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NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-031

Invoice Date.: August 19, 2024

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB YANTIAN

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: COSCO SHIPPING ORCHID / 025E

Port of Loading: YANTIAN

Ship on or about: August 26, 2024

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : CCLU4936108, CSNU4088432, OOCU4958528, OOCU5008962, OOLU4424832, TCLU4250393

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209321	1,493 EA	20.680/EA	30,875.240
SKU No.: 810475687	1,493 CTNS		
5FT CUPID CASHMERE URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209321	1,463 EA	39.200/EA	57,349.600
SKU No.: 810569935	1,463 CTNS		
6.5FT GRAND RAPIDS FLOCKED TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209321	463 EA	29.710/EA	13,755.730
SKU No.: 810569946	463 CTNS		
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
<div>Manufacturer Name & Address</div> <div>KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA</div>			
Total: (3,419 CTNS) 3,419 101,980.570			
TOTAL (USD) DOLLARS : ONE HUNDRED ONE THOUSAND NINE HUNDRED EIGHTY AND CENTS FIFTY-SEVEN ONLY.			

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:

CCLU4936108/OOLJAR0582/40'
CSNU4088432/OOLJAR0438/40'
OOCU4958528/OOLJAR0437/40'
OOCU5008962/OOLJXY2094/40'
OOLU4424832/OOLJAR0594/40'
TCLU4250393/OOLJAR0539/40'

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CCLU4936108/OOLJAR0582/40'
CSNU4088432/OOLJAR0438/40'
OOCU4958528/OOLJAR0437/40'
OOCU5008962/OOLJXY2094/40'
OOLU4424832/OOLJAR0594/40'
TCLU4250393/OOLJAR0539/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-031

Invoice Date.: August 19, 2024

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB YANTIAN

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: COSCO SHIPPING ORCHID / 025E

Port of Loading: YANTIAN

Ship on or about: August 26, 2024

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : CCLU4936108, CSNU4088432, OOCU4958528, OOCU5008962, OOLU4424832, TCLU4250393

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95209321	1,493 EA	8,946.00	9,853.80	122.700	
SKU No.: 810475687	1,493 CTNS				
5FT CUPID CASHMERE URN TREE	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209321	1,463 EA	13,876.00	14,849.45	161.130	
SKU No.: 810569935	1,463 CTNS				
6.5FT GRAND RAPIDS FLOCKED TREE	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209321	463 EA	3,945.00	4,861.50	59.130	
SKU No.: 810569946	463 CTNS				
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:				
HTS Code.: 9505102500					
Total:	(3,419 CTNS)	3,419	26,767.00	29,564.75	342.960

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
CCLU4936108/OOLJAR0582/40'
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OOCU4958528/OOLJAR0437/40'
OOCU5008962/OOLJXY2094/40'

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
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OOCU5008962/OOLJXY2094/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA



PO # 95317580

Date Created 04/17/2024
Version: 0
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 07/08/2024
Cancel if not Shipped by: 07/15/2024
Must be Routed by: 06/17/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD
JOE PENG
NO 50 FAGANG DEVELOPMENT
SHENZHEN GUANGDONG
CHINA

Contact: JOE PENG
Telephone: 86-755-6122-6325 Fax 86-755-6122-6326
E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
2,652	26,493.48	6,232.20	67.227

OFFICE-COPY



OFFICE-COPY

IMPORTANT Terms and Conditions

PO#: 95317580

Page 2 of 6

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of B buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95317580

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810734180	12IN PRELIT HARD NE	0.00	CN	12		2,652	2.35	8,682.65	09/02/2024
36004	8147-H75850-02	DECWREATHS			1		221	0.92	26,493.48	
36004005	Winter Wonder Lane		H33					9.99	67.462	13.80
1	481073418006		SEA	4.069	A1					



PO #95209358

Date Created03/05/2024

Version:0

Buyer:ROUNTREE, ELISA

Do Not Ship Before:07/15/2024

Cancel if not Shipped by:07/22/2024

Must be Routed by:06/24/2024

Payment Terms:Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms:Collect

FOB:YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD
JOE PENG
NO 50 FAGANG DEVELOPMENT
SHENZHEN GUANGDONG
CHINA

Contact: JOE PENG

Telephone: 86-755-6122-6325 Fax 86-755-6122-6326

E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
785	147,492.15	56,386.13	59.732

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209358

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810614468	N - 7.5FT CASH/HAR	0.00	CN	1		211	26.23	7,471.34	08/26/2024
36011	8147-H60723-01	LIT7FT&UP			1		211	9.18	21,097.89	
36011002	Winter Wonder Lane		H30					99.99	64.850	129.99
1	481061446806		SEA	3.333	A1					
360	810715824	Z - 7.5FT WINDHAM T	0.00	CN	1		180	82.50	18,176.40	08/26/2024
36011	8147-H59004-01	LIT7FT&UP			1		180	18.48	35,998.20	
36011002	Winter Wonder Lane		H30					199.99	49.920	399.00
2	481071582402		SEA	6.222	A1					
360	810715803	S - 7.5FT SHOWSHOE	0.00	CN	1		278	75.80	25,910.16	08/26/2024
36011	8147-H66753-01	LIT7FT&UP			1		278	17.40	55,597.22	
36011002	Winter Wonder Lane		H30					199.99	53.776	299.99
3	481071580309		SEA	5.890	A1					
360	810715793	GG - 9FT WINDHAM TR	0.00	CN	1		116	128.70	17,934.53	08/26/2024
36011	8147-H59003-02	LIT7FT&UP			1		116	25.91	34,798.84	
36011002	Winter Wonder Lane		H30					299.99	48.891	599.99
4	481071579303		SEA	8.507	A1					

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FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401579**

Maker/Supplier :	GIFTREE CRAFTS COMPANY LIMITED		
Buyer/Consignee :	CLOSEOUT DISTRIBUTION, LLC 50 RAUSCH CREEK RD, TREMONT, PA 17981, USA		
Shipment From :	SHENZHEN	To : TREMONT, PA	

Maker/Supplier's INVOICE No.
PIN24-BLT-029

Dated: **July 30, 2024**

Date of Receipt of Cargo
July 29, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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PLEASE REFER TO ATTACHED
SHEET (S) .

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRA Y 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM
CY-CY

1,006 CARTONS 151.380 CBM 14,353.00 KGS
=====

TOTAL : ONE THOUSAND SIX (1,006) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "YM WARRANTY" VOY NO. 0022E DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT August 5, 2024. CARGO RECEIVED ON July 29, 2024.

THIS IS NOT A DOCUMENT OF TITLE	SHENZHEN July 30, 2024
The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.	(Place and date of issue.) YUSEN LOGISTICS For and on behalf of Yusen Logistics (Shenzhen) Co., Ltd. Authorized Signature(s) As Agent
No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)	(Authorized Signature) V1

Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics

V1

FCR No. CNS-SZP-2401579

Attachment Page 1/1

<u>Shipping Mark</u>	<u>Description of Goods</u>
BIG LOTS	SHIPPER'S LOAD, COUNT AND SEAL
STORES	SAID TO CONTAIN
PO#	HMMU9062600 SEAL# 24H0791981 45' DRY
SKU#	KOCU9021295 SEAL# 24H0794736 45' DRY
DEPT# 360	
MADE IN CHINA	
BIG LOTS	ARTIFICIAL XMAS TREE
STORES	PO#95209358
PO#	785PCS/785CTNS
SKU#	HS CODE:9505100090
DEPT# 360	
MADE IN CHINA	ARTIFICIAL XMAS WREATH
	PO#95317580
	2652PCS/221CTNS
	HS CODE:9505100090
	SHIP TO CODE & LOCATION : 00874-TREMONT, PA
	SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
	MATERIAL

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. LIABILITY AND LIMITATIONS
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. INDEMNITY
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. WAREHOUSING
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. DECLARED VALUE
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. LIEN, DISPOSAL OF GOODS, ETC.
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. RATES AND CHARGES
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. NOTICE OF CLAIM
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. TIME BAR
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. GOVERNING LAW
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Track & Trace

B/L No.

SZPM39731700

Tracking Result



	Origin	Loading Port	Discharging Port	Destination
Location	YANTIAN, SHENZHEN, CHINA	YANTIAN, SHENZHEN, CHINA	NEW YORK, NY	TREMONT, PA
Terminal	YANTIAN INT'L CONTAINER TERMINAL LTD.	YANTIAN INT'L CONTAINER TERMINAL LTD.	PORT LIBERTY BAYONNE LLC	USTPDZON ZONE
Arrival(ETB)		2024-07-29 03:27	2024-09-19 18:26	2024-09-24 12:00
Departure	2024-07-27 13:52	2024-08-06 22:43		

- The arrival date & time at discharging port is set as ETB (Estimated time of Berthing)
- Blue : Estimated Date & Time
- Red : Actual Date & Time
- All dates and times are local dates and times.
- Estimated data is given without guarantee and subject to change without prior notice.
- If your shipment is blank now, please contact with HMM for more details.

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No.	Container No.	Trailer No.	Cargo Type	Type / Size	Weight	B/L No.	Cell No.	Service Term	B/L Status	Seal No.	Movement	Last Movement Date
1	HMMU9062600		DC	DC/45	6791.4	SZPM39731700		CY-DR	Waybill	24H0791981	Truck Full Container Door Delivery	2024-09-24 12:00
2	KOCU9021295		DC	DC/45	7561.6	SZPM39731700		CY-DR	Waybill	24H0794736	Truck Full Container Door Delivery	2024-09-24 12:00

· You can view Track & Trace results when clicking Container number.

Current Location

Location		Case 24-11967-JKS Doc 1584-2 Filed 01/06/25 Page 147 of 422		Date / Time	Status Description
TREMONT, PA				2024-09-24 12:00	Truck Full Container Door Delivery

- [Blue : Estimated Date & Time](#)
- The Status Description is shown per BL basis thus please check the individual container status at DEM/DET menu.

Vessel Movement

Case 24-11967-JKS, Dec 1584-2 Filed 01/06/25 Page 148 of 422Page 140 of 410

Vessel / Voyage	Route	Loading Port	Departure	Discharging Port	Arrival
YM WARRANTY 0022E	EC1	YANTIAN, SHENZHEN, CHINA	2024-08-06 22:43	NEW YORK, NY	2024-09-19 18:26

· If your T/S vessel movement is not reflected on HMM website, Please contact HMM

Customs Status

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Nation / Item	US / AMS	Canada / ACI	EU / ENS	U.K. / SNS	China / CAMS	Japan / AFR
Status(Origin)	Filed					
Status(Customs Release)	Released					

Cargo Delivery Information (US Import Only)

Way Bill	Issued : 2024-08-12
Freight	
US Custom	Cleared : 2024-09-11
Firms Code	E364
Delivery Order	Delivery Order on file

Empty Container Return Location

Empty Container Return Location	Address
Port Liberty Bayonne LLC	302 PORT JERSEY BLVD JERSEY CITY, NJ

Shipment Progress

Case 24-11967-JKS Doc 1584-2 Filed 01/06/25 Page 150 of 422				
Date	Time	Location	Status Description	Mode
2024-09-24	12:00	TREMONT, PA	Truck Full Container Door Delivery	Truck
2024-09-24	07:33	NEW YORK, NY	Import Truck Gate Out from Terminal	Truck
2024-09-21	13:53	NEW YORK, NY	Vessel Discharged at POD	YM WARRANTY 0022E
2024-09-19	18:26	NEW YORK, NY	Vessel Berthing at POD	YM WARRANTY 0022E
2024-09-19	14:26	NEW YORK, NY	Vessel Arrival at POD	YM WARRANTY 0022E
2024-08-06	22:43	YANTIAN, SHENZHEN, CHINA	Vessel Departure from POL	YM WARRANTY 0022E
2024-08-06	09:05	YANTIAN, SHENZHEN, CHINA	Vessel Loading at POL	YM WARRANTY 0022E
2024-07-29	03:27	YANTIAN, SHENZHEN, CHINA	Export Truck Gate In to Terminal	Truck
2024-07-27	13:52	YANTIAN, SHENZHEN, CHINA	Export Empty Container Released	Truck

· Tracking results are provided by HMM Co.,Ltd : 2024-09-28 Saturday 10:37

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-029

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: YM WARRANTY / 0022E

Ship on or about: August 06, 2024

Invoice Date.: July 30, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : HMMU9062600, KOCU9021295

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209358	211 EA	26.230/EA	5,534.530
SKU No.: 810614468	211 CTNS		
7.5FT CASH/HARD NEEDLE PENCIL TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209358	116 EA	128.700/EA	14,929.200
SKU No.: 810715793	116 CTNS		
9FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209358	278 EA	75.800/EA	21,072.400
SKU No.: 810715803	278 CTNS		
7.5FT SHOWSHOE TREE GLITTER	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209358	180 EA	82.500/EA	14,850.000
SKU No.: 810715824	180 CTNS		
7.5FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95317580	2,652 EA	2.350/EA	6,232.200
SKU No.: 810734180	221 CTNS		
12IN HARDNEEDLE DECORATION WREATH	No. of Pallet:		
HTS Code.: 9505102500			

Manufacturer Name & Address
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA

Total:	(1,006 CTNS)	3,437	62,618.330
TOTAL (USD) DOLLARS : SIXTY-TWO THOUSAND SIX HUNDRED EIGHTEEN AND CENTS THIRTY-THREE ONLY.			

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
HMMU9062600/24H0791981/45'
KOCU9021295/24H0794736/45'

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
HMMU9062600/24H0791981/45'
KOCU9021295/24H0794736/45'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA
BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-029	Invoice Date.: July 30, 2024
Sold To: CLOSEOUT DISTRIBUTION, LLC 50 RAUSCH CREEK RD TREMONT, PA 17981 USA	Delivery To: 50 RAUSCH CREEK RD TREMONT, PA 17981 USA
Shipment Terms: FOB YANTIAN	Payment Term / OAT #(Open Account Transaction):
Country of Origin: CHINA	L/C Number: TT
Vessel / Voyage: YM WARRANTY / 0022E	Port of Loading: YANTIAN
Ship on or about: August 06, 2024	Port of Entry: NEW YORK, NY
	Destination: TREMONT, PA

Container Number (Factory Load) : HMMU9062600, KOCU9021295

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95209358	211 EA	1,627.00	1,730.20	19.910
SKU No.: 810614468	211 CTNS			
7.5FT CASH/HARD NEEDLE PENCIL TREE	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209358	116 EA	2,845.00	3,445.20	27.940
SKU No.: 810715793	116 CTNS			
9FT WINDHAM TREE TWINKLING	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209358	278 EA	3,678.00	4,461.90	46.360
SKU No.: 810715803	278 CTNS			
7.5FT SHOWSHOE TREE GLITTER	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209358	180 EA	2,764.00	3,456.00	31.710
SKU No.: 810715824	180 CTNS			
7.5FT WINDHAM TREE TWINKLING	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95317580	2,652 EA	1,172.00	1,259.70	25.460
SKU No.: 810734180	221 CTNS			
12IN HARDNEEDLE DECORATION WREATH	No. of Pallet:			

Total:	(1,006 CTNS)	3,437	12,086.00	14,353.00	151.380
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Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
HMMU9062600/24H0791981/45'
KOCU9021295/24H0794736/45'

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
HMMU9062600/24H0791981/45'
KOCU9021295/24H0794736/45'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA
BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

Fill in this information to identify the case (Select only one Debtor per claim form):

Debtor: CSC Distribution LLC

Case Number: 24-11974

Modified Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense (other than a claim entitled to priority under 11 U.S.C. § 503(b)(9)). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	GIFTREE CRAFTS COMPANY LIMITED Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Address1: King Tree Office, West Fl.6th, Bldg 4, Feillette Industrial Park, Address2: No.88 Jiaoyu North Rd. Pingdi Town, Address3: Address4: City: Shenzhen State: Guang Dong Postal Code: 518117 Country: China Contact phone: +86-13823169463 Contact email: joepeng@giftree.net	Where should payments to the creditor be sent? (if different) Address1: Address2: Address3: Address4: City: State: Postal Code: Country: Contact phone: _____ Contact email: _____
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>922</u>	Filed on <u>09/19/2024</u> MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim?

\$ 154,338.65

Does this amount include interest or other charges?

☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

GOODS SOLD

9. Is all or part of the claim secured?

☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property:

\$ _____

Amount of the claim that is secured:

\$ _____

Amount of the claim that is unsecured: \$ _____

(The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition:

\$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☐ No
☐ Yes. Amount necessary to cure any default as of the date of the petition.

\$ _____

11. Is this claim subject to a right of setoff?

☒ No
☐ Yes. Identify the property: _____

<p>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</p> <p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Check one:</p> <p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.</p>	<p>Amount entitled to priority</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p>* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.</p>		
<p>13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?</p>	<p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.</p>	<p>\$ <u>140,969.15</u></p>

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

HUA PENG

10/04/2024

Electronic Signature

Date

Name of the person who is completing and signing this claim

HUA PENG

Name

First name

Middle name

Last name

Title/Company

MANAGER / GIFTREE CRAFTS COMPANY LIMITED

Identify the corporate servicer as the company if the authorized agent is a servicer.

West Fl.6th, Bldg 4, Feillette Industrial Park,

Address

No.88 Jiaoyu North Rd. Pingdi Town,

Number

Street

Shenzhen

Guang Dong

518117

China

City

State

ZIP Code

Country

Contact phone

+86-13823169463

Email

joepeng@giftree.net

Additional Noticing Addresses (if provided):

Additional Address 1

Name:

Address1:

Address2:

Address3:

Address4:

City:

State:

Postal Code:

Country:

Contact Phone:

Contact Email:

Additional Address 2

Name:

Address1:

Address2:

Address3:

Address4:

City:

State:

Postal Code:

Country:

Contact Phone:

Contact Email:

Additional Supporting Documentation Provided

☒ Yes
☐ No

Attachment Filename:

DC870 PROOF DOCUMENTS OF CLAIM _CSC DISTRIBUTION LLC.pdf

PO/INVOICE STATEMENT

DC	CONSIGNEE	PO#	Order Amount	INVOICE#	INVOICE AMOUNT	FCR NO.	DATE OF FCR ISSUED	BILL OF LADING #	VESSEL /VOYAGE	BOOKING NUMBER	CONTAINER NO	GOODS RECEIVED DAY AT FINAL DESTINATION	WITHIN 20 DAYS OF SEP. 9TH (Y/N)	SHIPPING LINE/CONTAINER TRACKING LINK
870	CSC DISTRIBUTION, LLC 4900 E. Dublin Granville Rd Columbus, OH 43081-7651 US Telephone: 614-278-6800 Fax: 614-278-6871	95209320	US\$132,480.95	PIN24-BLT-001	US\$13,369.50	CNS-SZP-2401032	07/23/2024	MAEU239855558	(MAEU) ZIM HONG KONG V.027E	239855558	MSKU6728030	08/12/2024	N	https://www.maersk.com.cn/tracking/239855558
				PIN24-BLT-005	US\$15,300.65	CNS-SZP-2401105	07/22/2024	KFUNTC8Y078465	(TOPO) ALULA EXPRESS V.033E	HKGEB9298700	ONEU0845447	09/05/2024	Y	https://ecom.one-line.com/one-ecom/manage-shipment/cargo-tracking?ctrack-field=ONEU0845447&trakNoParam=ONEU0845447
		95209351	313807.53	PIN24-BLT-021	US\$125,668.50	CNS-SZP-2401361	07/17/2024	CMDUSHZ6422787	(CMDU) XIN MEI ZHOU V.0TYIBE1MA	SHZ6422787	CMAU8685359	08/23/2024	Y	https://www.cma-cgm.com/ebusiness/tracking
										SHZ6423162	CMAU9448259	08/23/2024		
										SHZ6423164	FCIU7260437	08/23/2024		
										SHZ6423151	TLLU4935179	08/23/2024		

TOTAL

US\$154,338.65

Total Claim AMT: US\$154,338.65

Within 20days AMT: US\$140,969.15

REMARK:

Goods received day was determined when goods arrived at Big Lots DC according to the terms and conditions Point 2 on the purchase order. It said that Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer's DC or the location otherwise designated by Buyer in the PO.

Attached below: PO, FCR, CONTAINER ARRIVED PROOF, INVOICE, PACKING LIST



PO # 95209320

Date Created 03/05/2024

Version: 0

Buyer: ROUNTREE, ELISA

Do Not Ship Before: 06/17/2024

Cancel if not Shipped by: 06/24/2024

Must be Routed by: 05/27/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.

A complete list of requirements can be found on the Big Lots website

www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

MONTGOMERY DC - #0870

CSC DISTRIBUTION, LLC

2855 SELMA HWY

MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO

CSC DISTRIBUTION, LLC

4900 E. Dublin Granville Rd

Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD

JOE PENG

NO 50 FAGANG DEVELOPMENT

SHENZHEN GUANGDONG

CHINA

Contact: JOE PENG

Telephone: 86-755-6122-6325 Fax 86-755-6122-6326

E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
4,455	428,605.45	132,480.95	65.362

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209320

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810475687	D - 5FT CUPID CASHM	0.00	CN	1		1,505	20.68	43,023.74	08/05/2024
36011	8147-H47709-02	URNS			1		1,505	7.91	105,334.95	
36011005	Winter Wonder Lane		H30					69.99	59.451	92.00
1	481047568706		SEA	2.903	XX					
360	810569946	F - 6.5FT BLITZEN F	0.00	CN	1		1,505	29.71	63,072.14	08/05/2024
36011	8147-H54452-04	URNS			1		1,505	12.20	135,434.95	
36011005	Winter Wonder Lane		H30					89.99	53.760	139.99
2	481056994602		SEA	4.510	A1					
360	810569935	PP - 6.5FT GRAND RA	0.00	CN	1		1,445	39.20	72,622.81	08/05/2024
36011	8147-H71010-01	LIT6-6.5FT			1		1,445	11.06	187,835.55	
36011003	Winter Wonder Lane		H30					129.99	61.639	189.00
3	481056993506		SEA	3.890	A1					

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FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401032**

Maker/Supplier :	GIFTREE CRAFTS COMPANY LIMITED	
Buyer/Consignee :	CSC DISTRIBUTION, LLC 2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA	
Shipment From :	SHENZHEN	To: MONTGOMERY, AL

Maker/Supplier's INVOICE No. PIN24-BLT-001
Dated: June 28, 2024
Date of Receipt of Cargo June 25, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
MSKU6728030 SEAL# C

SEAL# CN8235429

40' DRY

ARTIFICIAL XMAS TREE
PO#95209320
450PCS/450CTNS
HS CODE:9505100090

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL.

450 CARTONS

57.460 CBM

4,725.00 KGS

TOTAL : FOUR HUNDRED FIFTY (450) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "ZIM HONG KONG" VOY NO. 027E DISCHARGED AT MOBILE, AL
SAILING ON / ABOUT July 9, 2024. CARGO RECEIVED ON June 25, 2024.

<p>THIS IS NOT A DOCUMENT OF TITLE</p>	<p>SHENZHEN July 23, 2024</p>
<p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p>	<p>(Place and date of issue.)</p> <p>YUSEN LOGISTICS</p> <p><i>For and on behalf of</i> Yusen Logistics (Shenzhen) Co., Ltd.</p> <p><i>[Signature]</i> Authorized Signature(s)</p> <p>As Agent</p>
<p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p>	<p>(Authorized Signature) V1</p>

Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. **LIABILITY AND LIMITATIONS**
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. **INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
8. **WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. **DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. **SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. **LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. **RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. **NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. **TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. **NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. **GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Select your booking type from **Ocean, Air or Less-than-container-load (LCL)** and enter your tracking number to view full tracking details.

Ocean cargo ▾

239855558ⓧ

Track

Container number is made of 4 letters and 7 digits.
Bill of Lading number consists of 9 characters.

Bill of Lading number

239855558

From

YANTIA
N

To

MONTG
OMERY

View Shipment Details

MSKU6728030

| 40' Dry Standard

Estimated arrival date

28 Aug 2024 07:40

Last location

Empty container return •
MOBILE, UNITED STATES •
28 Aug 2024

Note: All times are given in local time, unless otherwise stated.

Yantian

Yantian Wan Yong Lian

→ Gate out Empty

25 Jun 2024 11:29

YANTIAN

YanTian Intl. Container Terminal

→ Gate in

25 Jun 2024 22:40

Load

08 Jul 2024 05:46

Vessel departure (ZIM HONG KONG / 027E)

09 Jul 2024 02:54

MOBILE

Mobile Container Terminal (R103)



Vessel arrival (ZIM HONG KONG / 027E)

12 Aug 2024 05:33



Discharge

12 Aug 2024 19:35




Gate out

16 Aug 2024 09:12



Empty container return

28 Aug 2024 07:40

 Expecting to see more containers here? Go to Shipment Details to get a view of all of your unassigned containers

[Go to Shipment Details](#)

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-001

Invoice Date.: June 28, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB YANTIAN

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: ZIM HONG KONG / 027E

Port of Loading: YANTIAN

Ship on or about: July 09, 2024

Port of Entry: MOBILE, AL

Destination: MONTGOMERY, AL

Container Number (Factory Load) : MSKU6728030

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209320	450 EA	29.710/EA	13,369.500
SKU No.: 810569946	450 CTNS		
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
<u>Manufacturer Name & Address</u> KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA			
Total:		(450 CTNS) 450	13,369.500
TOTAL (USD) DOLLARS : THIRTEEN THOUSAND THREE HUNDRED SIXTY-NINE AND CENTS FIFTY ONLY.			

Consolidator(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
MSKU6728030/CN8235429/40'

Container Stuffing Location(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
MSKU6728030/CN8235429/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number
BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-001

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: ZIM HONG KONG / 027E

Ship on or about: July 09, 2024

Container Number (Factory Load) : MSKU6728030

Invoice Date.: June 28, 2024

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: MOBILE, AL

Destination: MONTGOMERY, AL

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95209320	450 EA	3,946.00	4,725.00	57.460
SKU No.: 810569946	450 CTNS			
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:			
HTS Code.: 9505102500				
Total:	(450 CTNS)	450	3,946.00	4,725.00
			57.460	

Consolidator(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
MSKU6728030/CN8235429/40'

Container Stuffing Location(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
MSKU6728030/CN8235429/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401105**

Maker/Supplier :	GIFTREE CRAFTS COMPANY LIMITED	
Buyer/Consignee :	CSC DISTRIBUTION, LLC 2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA	
Shipment From :	SHENZHEN	To: MONTGOMERY, AL

Maker/Supplier's INVOICE No. PIN24-BLT-005
Dated: July 06, 2024
Date of Receipt of Cargo July 05, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRA Y 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
ONEU0845447 SEAL# C

SEAL# CNCS53432

40H DRY

ARTIFICIAL XMAS TREE
PO#95209320
515PCS/515CTNS
HS CODE:9505100090

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL.

515 CARTONS

65.760 CBM

5,407.50 KGS

TOTAL : FIVE HUNDRED FIFTEEN (515) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "ALULA EXPRESS" VOY NO. 033E DISCHARGED AT SAVANNAH, GA
SAILING ON / ABOUT July 12, 2024. CARGO RECEIVED ON July 5, 2024.

<p>THIS IS NOT A DOCUMENT OF TITLE</p>	<p>SHENZHEN July 22, 2024</p>
<p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p>	<p>(Place and date of issue.)</p> <p>YUSEN LOGISTICS</p> <p><i>For and on behalf of</i> Yusen Logistics (Shenzhen) Co., Ltd.</p> <p><i>[Signature]</i></p> <p>..... Authorized Signature(s)</p> <p>As Agent</p>
<p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p>	<p>(Authorized Signature) V1</p>

Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obliged) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. **LIABILITY AND LIMITATIONS**
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. **INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. **WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. **DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. **SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. **LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. **RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. **NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. **TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. **NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. **GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

All

HKGEB9298700

Please enter only the last 12 characters of ONE BL number, **without the prefix "ONEY"**. Our system does not accept House BL number assigned by NVOCC or Freight Forwarder.

Search

	Booking No.	Container No.	S.O.C	Seal No.	Size	Event Date / Time	Status	Total : 1
	HKGEB9298700	ONEU0845447		*****	40'DRY HC.	2024-09-13 10:56	Empty Container Returned from Customer	



Add My Tracking

Download

The date and time in this menu are the local date and time



Add My Tracking

Sailing Information

Vessel	Port of Loading	Departure Date	Port of Discharging	Arrival Time
ALULA EXPRESS 033E (AXUT)	YANTIAN, GUANGDONG, CHINA	Actual 2024-07-12 20:40	SAVANNAH, GA, UNITED STATES	Actual 2024-09-02 17:30

Coastal Coastal Schedule **Actual** Actual Schedule

Cargo Tracking Details

Magenta color is the estimated schedule, which is subject to change

No.	Status	Location	Event Date
1	Empty Container Release to Shipper	YANTIAN, GUANGDONG, CHINA YANTIAN F-LINK LOGISTICS	Actual 2024-07-05 04:37
2	Gate In to Outbound Terminal	YANTIAN, GUANGDONG, CHINA YICT (YANTIAN INTL CONTAINER TERMINAL)	Actual 2024-07-05 15:03
3	Loaded on 'ALULA EXPRESS 033E' at Port of Loading ALULA EXPRESS 033E	YANTIAN, GUANGDONG, CHINA YICT (YANTIAN INTL CONTAINER TERMINAL)	Actual 2024-07-12 09:32
4	'ALULA EXPRESS 033E' Departure from Port of Loading ALULA EXPRESS 033E	YANTIAN, GUANGDONG, CHINA YICT (YANTIAN INTL CONTAINER TERMINAL)	Actual 2024-07-12 20:40
5	'ALULA EXPRESS 033E' Arrival at Port of Discharging ALULA EXPRESS 033E	SAVANNAH, GA, UNITED STATES GARDEN CITY TERMINAL	Actual 2024-09-02 17:30
6	'ALULA EXPRESS 033E' POD Berthing Destination ALULA EXPRESS 033E	SAVANNAH, GA, UNITED STATES GARDEN CITY TERMINAL	Actual 2024-09-02 22:35
7	Unloaded from 'ALULA EXPRESS 033E' at Port of Discharging ALULA EXPRESS 033E	SAVANNAH, GA, UNITED STATES GARDEN CITY TERMINAL	Actual 2024-09-04 11:18
8	Gate Out from Inbound Terminal for Delivery to Consignee (or Port Shuttle)	SAVANNAH, GA, UNITED STATES GARDEN CITY TERMINAL	Actual 2024-09-05 10:36
9	Empty Container Returned from Customer	SAVANNAH, GA, UNITED STATES	Actual 2024-09-13 10:56

Estimate Estimated Schedule **Actual** Actual Schedule

Download

Cargo Release & Customs : U.S.A. Inbound

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-005

Invoice Date.: July 06, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB YANTIAN

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: ALULA EXPRESS / 033E

Port of Loading: YANTIAN

Ship on or about: July 12, 2024

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : ONEU0845447

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209320	515 EA	29.710/EA	15,300.650
SKU No.: 810569946	515 CTNS		
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
<u>Manufacturer Name & Address</u> KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA			
Total:		(515 CTNS) 515	15,300.650
TOTAL (USD) DOLLARS : FIFTEEN THOUSAND THREE HUNDRED AND CENTS SIXTY-FIVE ONLY.			

Consolidator(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
ONEU0845447/CNCS53432/40H

Container Stuffing Location(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
ONEU0845447/CNCS53432/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA
BIG LOTS
STORES

PO#
SKU#

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-005

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: ALULA EXPRESS / 033E

Ship on or about: July 12, 2024

Container Number (Factory Load) : ONEU0845447

Invoice Date.: July 06, 2024

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95209320	515 EA	4,783.00	5,407.50	65.760
SKU No.: 810569946	515 CTNS			
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:			
HTS Code.: 9505102500				
Total:	(515 CTNS)	515	4,783.00	5,407.50
			65.760	

Consolidator(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
ONEU0845447/CNCS53432/40H

Container Stuffing Location(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
ONEU0845447/CNCS53432/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA
BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA



PO # 95209351
Date Created 03/05/2024
Version: 0
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 06/17/2024
Cancel if not Shipped by: 06/24/2024
Must be Routed by: 05/27/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO
MONTGOMERY DC - #0870
CSC DISTRIBUTION, LLC
2855 SELMA HWY
MONTGOMERY AL 36108-5035

Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO
CSC DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980
GIFTREE CRAFTS CO LTD
JOE PENG
NO 50 FAGANG DEVELOPMENT
SHENZHEN GUANGDONG
CHINA
Contact: JOE PENG
Telephone: 86-755-6122-6325 Fax 86-755-6122-6326
E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____
Signee's Name _____

Title _____
Date _____

Units	Retail	Vendor Cost	IMU
4,728	833,552.72	313,807.53	61.169

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209351

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810614468	N - 7.5FT CASH/HAR	0.00	CN	1		1,501	26.23	53,149.21	08/05/2024
36011	8147-H60723-01	LIT7FT&UP			1		1,501	9.18	150,084.99	
36011002	Winter Wonder Lane		H30					99.99	64.850	129.99
1	481061446806		SEA	3.333	A1					
360	810715824	Z - 7.5FT WINDHAM T	0.00	CN	1		1,444	82.50	145,815.12	08/05/2024
36011	8147-H59004-01	LIT7FT&UP			1		1,444	18.48	288,785.56	
36011002	Winter Wonder Lane		H30					199.99	49.920	399.00
2	481071582402		SEA	6.222	A1					
360	810715803	S - 7.5FT SHOWSHOE	0.00	CN	1		1,402	75.80	130,669.20	08/05/2024
36011	8147-H66753-01	LIT7FT&UP			1		1,402	17.40	280,385.98	
36011002	Winter Wonder Lane		H30					199.99	53.776	299.99
3	481071580309		SEA	5.890	A1					
360	810715793	GG - 9FT WINDHAM TR	0.00	CN	1		381	128.70	58,905.65	08/05/2024
36011	8147-H59003-02	LIT7FT&UP			1		381	25.91	114,296.19	
36011002	Winter Wonder Lane		H30					299.99	48.891	599.99
4	481071579303		SEA	8.507	A1					

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401361**

Maker/Supplier : **GIFTREE CRAFTS COMPANY LIMITED**

Buyer/Consignee : **CSC DISTRIBUTION, LLC**
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Shipment From : **SHENZHEN** To : **MONTGOMERY, AL**

Maker/Supplier's INVOICE No.
PIN24-BLT-021

Dated: **July 17, 2024**

Date of Receipt of Cargo
July 14, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN

CMAU8685359	SEAL# R7420038	40H DRY
CMAU9448259	SEAL# R7412817	40H DRY
FCIU7260437	SEAL# R7412780	40H DRY
TLLU4965179	SEAL# R7412773	40H DRY

ARTIFICIAL XMAS TREE
PO#95209351
1392PCS/1392CTNS
HS CODE: 9505100090

SHIP TO CODE & LOCATION : 00870-MONTGOMERY, AL
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

1,392 CARTONS **260.340 CBM** **27,542.25 KGS**

TOTAL : ONE THOUSAND THREE HUNDRED NINETY-TWO (1,392) CARTONS
ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "XIN MEI ZHOU" VOY NO. 0TYIBE1MA DISCHARGED AT MOBILE, AL
SAILING ON / ABOUT July 21, 2024. CARGO RECEIVED ON July 14, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: **1**
(Terms and conditions are to be continued to the reverse side hereof.)

SHENZHEN

July 17, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For and on behalf of
Yusen Logistics (Shenzhen) Co., Ltd.

[Signature]
Authorized Signature(s)

As Agent

(Authorized Signature)

V1

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. LIABILITY AND LIMITATIONS
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is munable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. INDEMNITY
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. WAREHOUSING
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. DECLARED VALUE
- 9.1 Company shall not be obligated to make any declaration for the purpose of any statute or convention or contract as to the value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. LIEN, DISPOSAL OF GOODS, ETC.
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. RATES AND CHARGES
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. NOTICE OF CLAIM
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. TIME BAR
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. GOVERNING LAW
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Tracking details

EMPTY IN DEPOT



 CMAU8685359 • 45 G1

- RECEIPT
- PORT Yantian, CH
- PORT Mobile, AI, US
- DELIVERY

Booking reference

Custom reference

N/A

Exported on

Saturday 28-SEP-2024 at 00:49

Times reflected are local Times

Provisional moves are given for information purpose only, without warranty of any kind either expressed or implied, and are subject to change at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Sunday, 14-JUL-2024 🕒 02:54	EMPTY TO SHIPPER	SHEKOU		
Monday, 15-JUL-2024 🕒 01:04	READY TO BE LOADED	YANTIAN		
Monday, 22-JUL-2024 🕒 06:07	LOADED ON BOARD	YANTIAN	XIN MEI ZHOU	0TYIBE1MA
Monday, 22-JUL-2024 🕒 16:52	VESSEL DEPARTURE	YANTIAN	XIN MEI ZHOU	0TYIBE1MA
Thursday, 22-AUG-2024 🕒 05:47	VESSEL ARRIVAL	MOBILE, AL	XIN MEI ZHOU	0TYICW1MA
Thursday, 22-AUG-2024 🕒 10:35	DISCHARGED	MOBILE, AL	XIN MEI ZHOU	0TYICW1MA
Friday, 23-AUG-2024 🕒 07:41	CONTAINER TO CONSIGNEE	MOBILE, AL		
Tuesday, 27-AUG-2024 🕒 14:44	EMPTY IN DEPOT	MOBILE, AL		

Tracking details

EMPTY IN DEPOT



 CMAU9448259 • 45 G1

- RECEIPT
- PORT Yantian, CH
- PORT Mobile, AI, US
- DELIVERY

Booking reference

Custom reference

N/A

Exported on

Saturday 28-SEP-2024 at 00:50

Times reflected are local Times

Provisional moves are given for information purpose only, without warranty of any kind either expressed or implied, and are subject to change at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Sunday, 14-JUL-2024 🕒 05:08	EMPTY TO SHIPPER	SHEKOU		
Sunday, 14-JUL-2024 🕒 20:41	READY TO BE LOADED	YANTIAN		
Monday, 22-JUL-2024 🕒 06:10	LOADED ON BOARD	YANTIAN	XIN MEI ZHOU	0TYIBE1MA
Monday, 22-JUL-2024 🕒 16:52	VESSEL DEPARTURE	YANTIAN	XIN MEI ZHOU	0TYIBE1MA
Thursday, 22-AUG-2024 🕒 05:47	VESSEL ARRIVAL	MOBILE, AL	XIN MEI ZHOU	0TYICW1MA
Thursday, 22-AUG-2024 🕒 10:29	DISCHARGED	MOBILE, AL	XIN MEI ZHOU	0TYICW1MA
Friday, 23-AUG-2024 🕒 07:43	CONTAINER TO CONSIGNEE	MOBILE, AL		
Tuesday, 27-AUG-2024 🕒 07:08	EMPTY IN DEPOT	MOBILE, AL		

Tracking details

EMPTY IN DEPOT



 FCIU7260437 • 45 G1

- RECEIPT
- PORT Yantian, CH
- PORT Mobile, AI, US
- DELIVERY


Booking reference

Custom reference

N/A

Exported on

Saturday 28-SEP-2024 at 00:51

 Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Sunday, 14-JUL-2024 🕒 03:03	EMPTY TO SHIPPER	SHEKOU		
Sunday, 14-JUL-2024 🕒 19:58	READY TO BE LOADED	YANTIAN		
Monday, 22-JUL-2024 🕒 06:13	LOADED ON BOARD	YANTIAN	XIN MEI ZHOU	0TYIBE1MA
Monday, 22-JUL-2024 🕒 16:52	VESSEL DEPARTURE	YANTIAN	XIN MEI ZHOU	0TYIBE1MA
Thursday, 22-AUG-2024 🕒 05:47	VESSEL ARRIVAL	MOBILE, AL	XIN MEI ZHOU	0TYICW1MA
Thursday, 22-AUG-2024 🕒 10:17	DISCHARGED	MOBILE, AL	XIN MEI ZHOU	0TYICW1MA
Friday, 23-AUG-2024 🕒 07:39	CONTAINER TO CONSIGNEE	MOBILE, AL		
Monday, 26-AUG-2024 🕒 14:45	EMPTY IN DEPOT	MOBILE, AL		

Tracking details

EMPTY IN DEPOT



 TLLU4965179 • 45 G1

- RECEIPT
- PORT Yantian, CH
- PORT Mobile, AI, US
- DELIVERY

Booking reference

Custom reference

N/A

Exported on

Saturday 28-SEP-2024 at 00:50

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Sunday, 14-JUL-2024 🕒 03:23	EMPTY TO SHIPPER	SHEKOU		
Monday, 15-JUL-2024 🕒 07:10	READY TO BE LOADED	YANTIAN		
Monday, 22-JUL-2024 🕒 06:00	LOADED ON BOARD	YANTIAN	XIN MEI ZHOU	0TYIBE1MA
Monday, 22-JUL-2024 🕒 16:52	VESSEL DEPARTURE	YANTIAN	XIN MEI ZHOU	0TYIBE1MA
Thursday, 22-AUG-2024 🕒 05:47	VESSEL ARRIVAL	MOBILE, AL	XIN MEI ZHOU	0TYICW1MA
Thursday, 22-AUG-2024 🕒 10:20	DISCHARGED	MOBILE, AL	XIN MEI ZHOU	0TYICW1MA
Friday, 23-AUG-2024 🕒 14:19	CONTAINER TO CONSIGNEE	MOBILE, AL		
Tuesday, 27-AUG-2024 🕒 07:06	EMPTY IN DEPOT	MOBILE, AL		

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-021

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: XIN MEI ZHOU / 0TYIBE1MA

Ship on or about: July 22, 2024

Invoice Date.: July 17, 2024

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: MOBILE, AL

Destination: MONTGOMERY, AL

Container Number (Factory Load) : CMAU8685359, CMAU9448259, FCIU7260437, TLLU4965179

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209351	381 EA	128.700/EA	49,034.700
SKU No.: 810715793	381 CTNS		
9FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209351	1,011 EA	75.800/EA	76,633.800
SKU No.: 810715803	1,011 CTNS		
7.5FT SHOWSHOE TREE GLITTER	No. of Pallet:		
HTS Code.: 9505102500			
Manufacturer Name & Address KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA			
Total:		(1,392 CTNS)	1,392
			125,668.500
TOTAL (USD) DOLLARS : ONE HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED SIXTY-EIGHT AND CENTS FIFTY ONLY.			

Consolidator(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
CMAU8685359/R7420038/40H
CMAU9448259/R7412817/40H
FCIU7260437/R7412780/40H
TLLU4965179/R7412773/40H

Container Stuffing Location(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
CMAU8685359/R7420038/40H
CMAU9448259/R7412817/40H
FCIU7260437/R7412780/40H
TLLU4965179/R7412773/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

PO#
SKU#
DEPT# 360
MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-021

Invoice Date.: July 17, 2024

Sold To: CSC DISTRIBUTION, LLC
2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Delivery To: 2855 SELMA HIGHWAY
MONTGOMERY, AL 36108
USA

Shipment Terms: FOB YANTIAN

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: XIN MEI ZHOU / 0TYIBE1MA

Port of Loading: YANTIAN

Ship on or about: July 22, 2024

Port of Entry: MOBILE, AL

Destination: MONTGOMERY, AL

Container Number (Factory Load) : CMAU8685359, CMAU9448259, FCIU7260437, TLLU4965179

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95209351	381 EA	10,127.00	11,315.70	91.760	
SKU No.: 810715793	381 CTNS				
9FT WINDHAM TREE TWINKLING	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209351	1,011 EA	15,427.00	16,226.55	168.580	
SKU No.: 810715803	1,011 CTNS				
7.5FT SHOWSHOE TREE GLITTER	No. of Pallet:				
HTS Code.: 9505102500					
Total:	(1,392 CTNS)	1,392	25,554.00	27,542.25	260.340

Consolidator(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
CMAU8685359/R7420038/40H
CMAU9448259/R7412817/40H
FCIU7260437/R7412780/40H
TLLU4965179/R7412773/40H

Container Stuffing Location(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
CMAU8685359/R7420038/40H
CMAU9448259/R7412817/40H
FCIU7260437/R7412780/40H
TLLU4965179/R7412773/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#

Electronic Proof of Claim Confirmation: 3735-1-OEMUA-447653587

Claim Electronically Submitted on (UTC) : 2024-10-04T13:34:16.702Z

Submitted by: GIFTREE CRAFTS COMPANY LIMITED
joepeng@giftree.net

Fill in this information to identify the case (Select only one Debtor per claim form):

Debtor: AVDC, LLC

Case Number: 24-11981

Modified Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense (other than a claim entitled to priority under 11 U.S.C. § 503(b)(9)). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	GIFTREE CRAFTS COMPANY LIMITED Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Address1: King Tree Office, West Fl.6th, Bldg 4, Feillette Industrial Park, Address2: No.88 Jiaoyu North Rd. Pingdi Town, Address3: Address4: City: Shenzhen State: Guang Dong Postal Code: 518117 Country: China Contact phone: +86-13823169463 Contact email: joepeng@giftree.net	Where should payments to the creditor be sent? (if different) Address1: Address2: Address3: Address4: City: State: Postal Code: Country: Contact phone: _____ Contact email: _____
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>917</u>	Filed on <u>09/19/2024</u> MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☒

No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim?

\$ 65,641.63

Does this amount include interest or other charges?

☒

No

☐

Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

GOODS SOLD

9. Is all or part of the claim secured?

☒

No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐

Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐

Motor vehicle

☐

Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property:

\$ _____

Amount of the claim that is secured:

\$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition:

\$ _____

Annual Interest Rate (when case was filed) _____ %

☐

Fixed

☐

Variable

10. Is this claim based on a lease?

☒

No

☐

Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff?

☒

No

☐

Yes. Identify the property: _____

<p>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</p> <p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Check one:</p> <p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.</p>	<p>Amount entitled to priority</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p>* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.</p>		

<p>13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?</p>	<p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.</p>	<p>\$ <u>11,791.50</u></p>
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Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

HUA PENG

10/04/2024

Electronic Signature

Date

Name of the person who is completing and signing this claim

HUA PENG

Name

First name

Middle name

Last name

Title/Company

MANAGER / GIFTREE CRAFTS COMPANY LIMITED

Identify the corporate servicer as the company if the authorized agent is a servicer.

West Fl.6th, Bldg 4, Feillette Industrial Park,

Address

No.88 Jiaoyu North Rd. Pingdi Town,

Number

Street

Shenzhen

Guang Dong

518117

China

City

State

ZIP Code

Country

Contact phone

+86-13823169463

Email

joepeng@giftree.net

Additional Noticing Addresses (if provided):

Additional Address 1

Name:

Address1:

Address2:

Address3:

Address4:

City:

State:

Postal Code:

Country:

Contact Phone:

Contact Email:

Additional Address 2

Name:

Address1:

Address2:

Address3:

Address4:

City:

State:

Postal Code:

Country:

Contact Phone:

Contact Email:

Additional Supporting Documentation Provided



Yes



No

Attachment Filename:

DC 869 PROOF DOCUMENTS OF CLAIM _AVDC LLC.pdf

PO/INVOICE STATEMENT

DC	CONSIGNEE	PO#	Order Amount	INVOICE#	INVOICE AMOUNT	FCR NO.	DATE OF FCR ISSUED	BILL OF LADING #	VESSEL /VOYAGE	BOOKING NUMBER	CONTAINER NO	GOODS RECEIVED DAY AT FINAL DESTINATION	WITHIN 20 DAYS OF SEP. 9TH (Y/N)	SHIPPING LINE/CONTAINER TRACKING LINK
869	AVDC, LLC 4900 E. Dublin Granville Rd Columbus, OH 43081-7651 US Telephone: 614-278-6800 Fax: 614-278-6871	95209318	US\$16,210.23	PIN24-BLT-009	US\$47,157.73	CNS-SZP-2401163	07/22/2024	CMDUSHZ6423442	(CMDU) TS MELBOURNE V.0WF1BE1MA	SHZ6423447	SELU4139968	08/10/2024	N	https://www.cma-cgm.com/ebusiness/tracking
		95209319	US\$37,639.90							SHZ6423442	SELU4143232	08/09/2024	N	https://www.cma-cgm.com/ebusiness/tracking
				PIN24-BLT-019	US\$6,692.40	CNS-SZP-2401280	07/24/2024	CMDUSHZ6423389	(CMDU) CMA CGM TUTICORIN V.0TXHXE1MA	SHZ6423389	TCKU6216240	08/14/2024	N	https://www.cma-cgm.com/ebusiness/tracking
		95315144	US\$4,455.60	PIN24-BLT-023	US\$4,455.60	CNS-SZP-2401558	07/30/2024	2150918910	(OOLU) OOCL ROTTERDAM V.149E	2150918910	OOLU8882010	09/04/2024	Y	https://www.oocl.com/usa/eng/Pages/default.aspx
		95209355	US\$7,335.90	PIN24-BLT-026	US\$7,335.90	CNS-SZP-2401561	07/30/2024	2150918910	(OOLU) OOCL ROTTERDAM V.149E	2150918910	OOLU8882010	09/04/2024	Y	https://www.oocl.com/usa/eng/Pages/default.aspx

TOTAL:

US\$65,641.63

Total Claim AMT: US\$65,641.63
Within 20days AMT: US\$11,791.50

REMARK:

Goods received day was determined when goods arrived at Big Lots DC according to the terms and conditions Point 2 on the purchase order. It said that Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer's DC or the location otherwise designated by Buyer in the PO.

Attached below: PO, FCR, CONTAINER ARRIVED PROOF, INVOICE, PACKING LIST



PO # 95209318

Date Created 03/05/2024
Version: 2
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 07/01/2024
Cancel if not Shipped by: 07/08/2024
Must be Routed by: 06/10/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CRF.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

APPLE VALLEY DC - #0869
AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY CA 92307

Telephone: 760-503-0520 Fax:

BILL TO

AVDC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD
JOE PENG
NO 50 FAGANG DEVELOPMENT
SHENZHEN GUANGDONG
CHINA

Contact: JOE PENG
Telephone: 86-755-6122-6325 Fax 86-755-6122-6326
E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
540	52,494.60	16,210.23	65.202

OFFICE-COPY



OFFICE-COPY

IMPORTANT Terms and Conditions

PO#: 95209318

Page 2 of 6

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95209318

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810475687	D - 5FT CUPID CASHM	0.00	CN	1		177	20.68	5,059.93	08/05/2024
36011	8147-H47709-02	URNS			1		177	7.91	12,388.23	
36011005	Winter Wonder Lane		030					69.99	59.451	92.00
1	481047568706		SEA	2.903	XX					
360	810569946	F - 6.5FT BLITZEN F	0.00	CN	1		177	29.71	7,417.79	08/05/2024
36011	8147-H54452-04	URNS			1		177	12.20	15,928.23	
36011005	Winter Wonder Lane		030					89.99	53.760	149.00
2	481056994602		SEA	4.510	A1					
360	810569935	PP - 6.5FT GRAND RA	0.00	CN	1		186	39.20	9,347.99	08/05/2024
36011	8147-H71010-01	LIT6-6.5FT			1		186	11.06	24,178.14	
36011003	Winter Wonder Lane		030					129.99	61.639	223.63
3	481056993506		SEA	3.890	A1					



PO # 95209319

Date Created 03/05/2024

Version: 1

Buyer: ROUNTREE, ELISA

Do Not Ship Before: 07/01/2024

Cancel if not Shipped by: 07/08/2024

Must be Routed by: 06/10/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.

A complete list of requirements can be found on the Big Lots website

www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

APPLE VALLEY DC - #0869

AVDC, LLC

18880 NAVAJO ROAD

APPLE VALLEY CA 92307

Telephone: 760-503-0520 Fax:

BILL TO

AVDC, LLC

4900 E. Dublin Granville Rd

Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD

JOE PENG

NO 50 FAGANG DEVELOPMENT

SHENZHEN GUANGDONG

CHINA

Contact: JOE PENG

Telephone: 86-755-6122-6325 Fax 86-755-6122-6326

E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
558	99,594.42	37,639.90	60.646

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These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209319

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810614468	N - 7.5FT CASH/HAR	0.00	CN	1		180	26.23	6,373.66	08/05/2024
36011	8147-H60723-01	LIT7FT&UP			1		180	9.18	17,998.20	
36011002	Winter Wonder Lane		030					99.99	64.850	129.99
1	481061446806		SEA	3.333	A1					
360	810715824	Z - 7.5FT WINDHAM T	0.00	CN	1		163	82.50	16,459.74	08/05/2024
36011	8147-H59004-01	LIT7FT&UP			1		163	18.48	32,598.37	
36011002	Winter Wonder Lane		030					199.99	49.920	399.00
2	481071582402		SEA	6.222	A1					
360	810715803	S - 7.5FT SHOWSHOE	0.00	CN	1		155	75.80	14,446.31	08/05/2024
36011	8147-H66753-01	LIT7FT&UP			1		155	17.40	30,998.45	
36011002	Winter Wonder Lane		030					199.99	53.776	299.99
3	481071580309		SEA	5.890	A1					
360	810715793	GG - 9FT WINDHAM TR	0.00	CN	1		60	128.70	9,276.48	08/05/2024
36011	8147-H59003-02	LIT7FT&UP			1		60	25.91	17,999.40	
36011002	Winter Wonder Lane		030					299.99	48.891	599.99
4	481071579303		SEA	8.507	A1					

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. CNS-SZP-2401163

Maker/Supplier :	GIFTREE CRAFTS COMPANY LIMITED
Buyer/Consignee :	AVDC, LLC 18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA
Shipment From :	SHENZHEN To : APPLE VALLEY, CA

Maker/Supplier's INVOICE No.
PIN24-BLT-009

Dated: July 10, 2024

Date of Receipt of Cargo
July 07, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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PLEASE REFER TO ATTACHED
SHEET (S) .

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA
ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM
CY-CY

1,046 CARTONS 131.130 CBM 12,245.55 KGS
=====

TOTAL : ONE THOUSAND FORTY-SIX (1,046) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TS MELBOURNE" VOY NO. 0WF1BE1MA DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT July 15, 2024. CARGO RECEIVED ON July 7, 2024.

THIS IS NOT A DOCUMENT OF TITLE	SHENZHEN July 22, 2024
The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.	(Place and date of issue.) YUSEN LOGISTICS For and on behalf of Yusen Logistics (Shenzhen) Co., Ltd. Authorized Signature(s) As Agent
No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)	(Authorized Signature) V1

Shipping Mark	Description of Goods			
BIG LOTS	SHIPPER'S LOAD, COUNT AND SEAL			
STORES	SAID TO CONTAIN			
PO#	SELU4139968	SEAL# R5017468	40H	DRY
SKU#	SELU4143232	SEAL# R5017470	40H	DRY
DEPT# 360				
MADE IN CHINA				
BIG LOTS	ARTIFICIAL XMAS TREE			
STORES	PO#95209318			
PO#	540PCS/540CTNS			
SKU#	HS CODE:9505100090			
DEPT# 360	ARTIFICIAL XMAS TREE			
MADE IN CHINA	PO#95209319			
	506PCS/506CTNS			
	HS CODE:9505100090			
	SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA			
	SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING			
	MATERIAL			

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1. Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1. Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2. Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3. Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1. SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2. Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3. Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4. Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5. Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6. Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7. Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. LIABILITY AND LIMITATIONS
- 6.1. SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2. Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3. Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4. Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5. No insurance will be arranged by Company for the benefit of Shipper.
- 6.6. Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7. Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8. By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. INDEMNITY
- 7.1. Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2. Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3. Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4. Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. WAREHOUSING
- 8.1. Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. DECLARED VALUE
- 9.1. Company shall not be obligated to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.
- 10.1. Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. LIEN, DISPOSAL OF GOODS, ETC.
- 11.1. Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2. Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3. Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4. The rights of Company under this Section are independent and cumulative.
12. RATES AND CHARGES
- 12.1. Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2. Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3. On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. NOTICE OF CLAIM
- 13.1. Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2. No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. TIME BAR
- 14.1. Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS
- 15.1. Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. GOVERNING LAW
- 16.1. These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Tracking details

EMPTY IN DEPOT



 SELU4139968 45 G1

- RECEIPT

PORT Yantian, CH

PORT Los Angeles, Ca, US

DELIVERY

Booking reference

Custom reference

N/A

Exported on

Friday 27-SEP-2024 at 09:14

Times reflected are local Times

Provisional moves are given for information purpose only, without warranty of any kind either expressed or implied, and are subject to change at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Saturday, 06-JUL-2024 🕒 19:49	EMPTY TO SHIPPER	YANTIAN		
Sunday, 07-JUL-2024 🕒 17:59	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 18:14	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Monday, 05-AUG-2024 🕒 08:18	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Friday, 09-AUG-2024 🕒 14:11	CONTAINER TO CONSIGNEE	LOS ANGELES, CA		
Saturday, 10-AUG-2024 🕒 01:00	FULL AT CONSIGNEE'S PREMISES	LOS ANGELES, CA		
Monday, 19-AUG-2024 🕒 18:07	EMPTY IN DEPOT	LOS ANGELES, CA		

Tracking details

EMPTY IN DEPOT



 SELU4143232 45 G1

- RECEIPT
- PORT Yantian, CH
- PORT Los Angeles, Ca, US
- DELIVERY


Booking reference

Custom reference

N/A

Exported on

Friday 27-SEP-2024 at 09:14

 Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Sunday, 07-JUL-2024 🕒 03:58	EMPTY TO SHIPPER	YANTIAN		
Monday, 08-JUL-2024 🕒 02:35	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 17:08	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 04-AUG-2024 🕒 10:06	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Thursday, 08-AUG-2024 🕒 00:03	CONTAINER TO CONSIGNEE	LOS ANGELES, CA		
Friday, 09-AUG-2024 🕒 01:00	FULL AT CONSIGNEE'S PREMISES	LOS ANGELES, CA		
Thursday, 15-AUG-2024 🕒 08:47	EMPTY IN DEPOT	LOS ANGELES, CA		

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-009

Sold To: AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY, CA 92307
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: TS MELBOURNE / 0WF1BE1MA

Ship on or about: July 14, 2024

Invoice Date.: July 10, 2024

Delivery To: 18880 NAVAJO ROAD
APPLE VALLEY, CA 92307
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LOS ANGELES, CA

Destination: APPLE VALLEY, CA

Container Number (Factory Load) : SELU4139968, SELU4143232

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209318	177 EA	20.680/EA	3,660.360
SKU No.: 810475687	177 CTNS		
5FT CUPID CASHMERE URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209318	186 EA	39.200/EA	7,291.200
SKU No.: 810569935	186 CTNS		
6.5FT GRAND RAPIDS FLOCKED TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209318	177 EA	29.710/EA	5,258.670
SKU No.: 810569946	177 CTNS		
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209319	180 EA	26.230/EA	4,721.400
SKU No.: 810614468	180 CTNS		
7.5FT CASH/HARD NEEDLE PENCIL TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209319	8 EA	128.700/EA	1,029.600
SKU No.: 810715793	8 CTNS		
9FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209319	155 EA	75.800/EA	11,749.000
SKU No.: 810715803	155 CTNS		
7.5FT SHOWSHOE TREE GLITTER	No. of Pallet:		

HTS Code.: 9505102500 Case 24-11967-JKS Doc 1584-2 Filed 01/06/25 Page 218 of 422

P/O No.: 95209319 163 EA 82.500/EA 13,447.500

SKU No.: 810715824 163 CTNS

7.5FT WINDHAM TREE TWINKLING No. of Pallet:

HTS Code.: 9505102500

Manufacturer Name & Address

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
 BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
 HUIZHOU, GUANGDONG
 516800, CHINA

Total:		(1,046 CTNS)	1,046	47,157.730
TOTAL (USD) DOLLARS : FORTY-SEVEN THOUSAND ONE HUNDRED FIFTY-SEVEN AND CENTS SEVENTY-THREE ONLY.				

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
 BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
 CHINA
 HUIZHOU , GUANGDONG
 516800 CHINA

Container No./Seal/Size:

SELU4139968/R5017468/40H

SELU4143232/R5017470/40H

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
 BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
 CHINA
 HUIZHOU , GUANGDONG
 516800 CHINA

Container No./Seal/Size:

SELU4139968/R5017468/40H

SELU4143232/R5017470/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
 STORES

PO#
 SKU#
 DEPT# 360
 MADE IN CHINA
 BIG LOTS
 STORES

PO#
 SKU#
 DEPT# 360
 MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-009	Invoice Date.: July 10, 2024
Sold To: AVDC, LLC 18880 NAVAJO ROAD APPLE VALLEY, CA 92307 USA	Delivery To: 18880 NAVAJO ROAD APPLE VALLEY, CA 92307 USA
Shipment Terms: FOB YANTIAN	Payment Term / OAT #(Open Account Transaction):
Country of Origin: CHINA	L/C Number: TT
Vessel / Voyage: TS MELBOURNE / 0WF1BE1MA	Port of Loading: YANTIAN
Ship on or about: July 14, 2024	Port of Entry: LOS ANGELES, CA
	Destination: APPLE VALLEY, CA

Container Number (Factory Load) : SELU4139968, SELU4143232

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95209318	177 EA	798.00	1,168.20	14.550
SKU No.: 810475687	177 CTNS			
5FT CUPID CASHMERE URN TREE	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209318	186 EA	971.00	1,887.90	20.490
SKU No.: 810569935	186 CTNS			
6.5FT GRAND RAPIDS FLOCKED TREE	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209318	177 EA	1,046.00	1,858.50	22.600
SKU No.: 810569946	177 CTNS			
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209319	180 EA	768.00	1,476.00	16.990
SKU No.: 810614468	180 CTNS			
7.5FT CASH/HARD NEEDLE PENCIL TREE	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209319	8 EA	127.00	237.60	1.930
SKU No.: 810715793	8 CTNS			
9FT WINDHAM TREE TWINKLING	No. of Pallet:			

P/O No.: 95209319	155 EA	1,972.00	2,487.75	25.850
SKU No.: 810715803	155 CTNS			
7.5FT SHOWSHOE TREE GLITTER	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209319	163 EA	2,897.00	3,129.60	28.720
SKU No.: 810715824	163 CTNS			
7.5FT WINDHAM TREE TWINKLING	No. of Pallet:			
HTS Code.: 9505102500				
Total:	(1,046 CTNS)	1,046	8,579.00	12,245.55
			131.130	

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
 BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
 CHINA
 HUIZHOU , GUANGDONG
 516800 CHINA
 Container No./Seal/Size:
 SELU4139968/R5017468/40H
 SELU4143232/R5017470/40H

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
 BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
 CHINA
 HUIZHOU , GUANGDONG
 516800 CHINA
 Container No./Seal/Size:
 SELU4139968/R5017468/40H
 SELU4143232/R5017470/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
 STORES

PO#
 SKU#
 DEPT# 360
 MADE IN CHINA
 BIG LOTS
 STORES

PO#
 SKU#
 DEPT# 360
 MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401280**

Maker/Supplier :	GIFTREE CRAFTS COMPANY LIMITED	
Buyer/Consignee :	AVDC, LLC 18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA	
Shipment From :	SHENZHEN	To: APPLE VALLEY, CA

Maker/Supplier's INVOICE No. PIN24-BLT-019
Dated: July 13, 2024
Date of Receipt of Cargo July 08, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

TCKU6216240 (PART) SEAL# R7414195 40H DRY

ARTIFICIAL XMAS TREE
PO#95209319
52PCS/52CTNS
HS CODE: 9505100090


SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL.

52 CARTONS	13.418 CBM	1,550.00 KGS
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TOTAL : FIFTY-TWO (52) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "CMA CGM TUTICORIN" VOY NO. 0TXHXE1MA DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT July 21, 2024. CARGO RECEIVED ON July 8, 2024.

<p>THIS IS NOT A DOCUMENT OF TITLE</p>	<p>SHENZHEN July 24, 2024</p>
<p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p>	<p>(Place and date of issue.)</p> <p>YUSEN LOGISTICS</p> <p><i>For and on behalf of</i> Yusen Logistics (Shenzhen) Co., Ltd.</p> <p> Authorized Signature(s)</p> <p>As Agent</p> <p>.....</p> <p>(Authorized Signature) V1</p>

Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. LIABILITY AND LIMITATIONS
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. INDEMNITY
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
8. WAREHOUSING
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. DECLARED VALUE
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. LIEN, DISPOSAL OF GOODS, ETC.
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. RATES AND CHARGES
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. NOTICE OF CLAIM
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. TIME BAR
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. GOVERNING LAW
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Tracking details

EMPTY IN DEPOT



 TCKU6216240 45 G0

- RECEIPT

PORT Yantian, CH

PORT Los Angeles, Ca, US

DELIVERY

Booking reference

Custom reference

N/A

Exported on

Friday 27-SEP-2024 at 08:37

Times reflected are local Times

Provisional moves are given for information purpose only, without warranty of any kind either expressed or implied, and are subject to change at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Friday, 12-JUL-2024 🕒 15:05	EMPTY TO SHIPPER	SHEKOU		
Monday, 15-JUL-2024 🕒 10:48	READY TO BE LOADED	YANTIAN		
Saturday, 20-JUL-2024 🕒 07:07	LOADED ON BOARD	YANTIAN	CMA CGM TUTICORIN	0TXHXE1MA
Sunday, 21-JUL-2024 🕒 02:48	VESSEL DEPARTURE	YANTIAN	CMA CGM TUTICORIN	0TXHXE1MA
Monday, 05-AUG-2024 🕒 14:12	VESSEL ARRIVAL	LOS ANGELES, CA	CMA CGM TUTICORIN	0TXHYW1MA
Tuesday, 06-AUG-2024 🕒 23:38	DISCHARGED	LOS ANGELES, CA	CMA CGM TUTICORIN	0TXHYW1MA
Monday, 12-AUG-2024 🕒 14:09	CONTAINER TO CONSIGNEE	LOS ANGELES, CA		
Wednesday, 14-AUG-2024 🕒 01:00	FULL AT CONSIGNEE'S PREMISES	LOS ANGELES, CA		
Friday, 23-AUG-2024 🕒 11:32	EMPTY IN DEPOT	LOS ANGELES, CA		

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-019

Sold To: AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY, CA 92307
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: CMA CGM TUTICORIN / 0TXHXE1MA

Ship on or about: July 21, 2024

Invoice Date.: July 13, 2024

Delivery To: 18880 NAVAJO ROAD
APPLE VALLEY, CA 92307
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LOS ANGELES, CA

Destination: APPLE VALLEY, CA

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209319	52 EA	128.700/EA	6,692.400
SKU No.: 810715793	52 CTNS		
9FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
<u>Manufacturer Name & Address</u> KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA			
Total:		(52 CTNS) 52	6,692.400
TOTAL (USD) DOLLARS : SIX THOUSAND SIX HUNDRED NINETY-TWO AND CENTS FORTY ONLY.			

Consolidator(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
TCKU6216240/R7414195/40H

Container Stuffing Location(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
TCKU6216240/R7414195/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-019

Sold To: AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY, CA 92307
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: CMA CGM TUTICORIN / 0TXHXE1MA

Ship on or about: July 21, 2024

Invoice Date.: July 13, 2024

Delivery To: 18880 NAVAJO ROAD
APPLE VALLEY, CA 92307
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LOS ANGELES, CA

Destination: APPLE VALLEY, CA

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95209319	52 EA	1,125.00	1,550.00	13.418	
SKU No.: 810715793	52 CTNS				
9FT WINDHAM TREE TWINKLING	No. of Pallet:				
HTS Code.: 9505102500					
Total:	(52 CTNS)	52	1,125.00	1,550.00	13.418

Consolidator(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
TCKU6216240/R7414195/40H

Container Stuffing Location(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
TCKU6216240/R7414195/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA



PO # 95315144

Date Created 04/16/2024

Version: 0

Buyer: ROUNTREE, ELISA

Do Not Ship Before: 07/15/2024

Cancel if not Shipped by: 07/22/2024

Must be Routed by: 06/24/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: LCL-YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.

A complete list of requirements can be found on the Big Lots website

www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

APPLE VALLEY DC - #0869

AVDC, LLC

18880 NAVAJO ROAD

APPLE VALLEY CA 92307

Telephone: 760-503-0520 Fax:

BILL TO

AVDC, LLC

4900 E. Dublin Granville Rd

Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD

JOE PENG

NO 50 FAGANG DEVELOPMENT

SHENZHEN GUANGDONG

CHINA

Contact: JOE PENG

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ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
1,896	18,941.04	4,455.60	67.227

OFFICE-COPY



OFFICE-COPY

IMPORTANT Terms and Conditions

PO#: 95315144

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These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95315144

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810734180	12IN PRELIT HARD NE	0.00	CN	12		1,896	2.35	6,207.50	09/02/2024
36004	8147-H75850-02	DECWREATHS			1		158	0.92	18,941.04	
36004005	Winter Wonder Lane		H33					9.99	67.463	13.80
1	481073418006		SEA	4.069	A1					

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401558**

Maker/Supplier :	GIFTREE CRAFTS COMPANY LIMITED		
Buyer/Consignee :	AVDC, LLC 18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA		
Shipment From :	SHENZHEN	To :	APPLE VALLEY, CA

Maker/Supplier's INVOICE No.
PIN24-BLT-023

Dated: **July 30, 2024**

Date of Receipt of Cargo
July 27, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

OOLU8882010 (PART) SEAL# OOLJXY1267 40H DRY

ARTIFICIAL XMAS WREATH
PO#95315144
1896PCS/158CTNS
HS CODE:9505100090


SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

158 CARTONS 19.238 CBM 894.00 KGS

TOTAL : ONE HUNDRED FIFTY-EIGHT (158) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "COSCO SPAIN" VOY NO. 066E DISCHARGED AT LONG BEACH, CA
SAILING ON / ABOUT August 8, 2024. CARGO RECEIVED ON July 27, 2024.

THIS IS NOT A DOCUMENT OF TITLE		SHENZHEN July 30, 2024	
<p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p>		(Place and date of issue.) YUSEN LOGISTICS	
		<i>For and on behalf of</i> Yusen Logistics (Shenzhen) Co., Ltd.	
		 Authorized Signature(s) As Agent	
		(Authorized Signature) V1	

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obliged) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. LIABILITY AND LIMITATIONS
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. INDEMNITY
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of or in connection with the Services, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
8. WAREHOUSING
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. DECLARED VALUE
- 9.1 Company shall not be obligated to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. LIEN, DISPOSAL OF GOODS, ETC.
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. RATES AND CHARGES
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. NOTICE OF CLAIM
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. TIME BAR
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. GOVERNING LAW
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.



Cargo Tracking

Search Result - Bill of Lading Number 2150918910

Summary

B/L Vessel Voyage:	OOCL ROTTERDAM 149E	FND Customs Clearance Code:	WAC8
Bill of Lading Number:	2150918910 (B/L Ready)	Inbound Customs Clearance Status:	Note Cleared (28 Aug 2024, 18:40 GMT)
Booking Number:	2150918910 (Confirmed)	Payment Status (collect charges):	Note Cleared
Total Containers:	1 x 40' Hi-Cube Container	Cargo Release Status:	Released
Total Quantity:	1069 Carton	Original B/L Received by Carrier:	N.A. (Under Sea WayBill)

Containers Detention & Demurrage

Container Number	Container Size Type	Quantity	Gross Weight	Verified Gross Mass	Latest Event			Final Destination
					Event	Location	Time	
OOLU888201-0	40HQ	1069 Carton	5742.000 KGS	9532.000 KGS (Submitted)	Freight Charges Settled	Apple Valley, San Bernardino, California, United States	26 Sep 2024, 02:10 PDT	Apple Valley, San Bernardino, California, United States appointment to be arranged

Detail of OOCL Container [OOLU888201-0](#) [Detailed Container Specification Enquiry](#)

Inbound Customs Clearance Status: [Note](#) Released (28 Aug 2024, 11:40 PDT)
Payment Status (collect charges): [Note](#) Cleared (26 Sep 2024, 02:10 PDT)
Linked Reference Number: [Note](#)

Routing Equipment Activities

Origin	Empty Pickup Location	Full Return Location	Port of Load	Vessel Voyage	Port of Discharge	Final Destination Hub	Destination	Empty Return Location	Haulage
Yantian, Shenzhen, Guangdong, China	Yantian Port	Yantian Port 05 Aug 2024, 12:00 CCT (Cargo Cutoff Date At First Full Hub)	Yantian, Shenzhen, Guangdong, China 19 Aug 2024, 03:39 CCT (Actual)	PSX OOCL ROTTERDAM 149E (149E)	Long Beach, Los Angeles, California, United States 03 Sep 2024, 05:53 PDT (Actual)	Long Beach Container Terminal (Pier E) 04 Sep 2024, 11:12 PDT (Actual)	Apple Valley, San Bernardino, California, United States	Long Beach Container Terminal (Pier E)	CY/DOOR



NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-023

Sold To: AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY, CA 92307
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: OOCL ROTTERDAM / 149E

Ship on or about: August 19, 2024

Invoice Date.: July 30, 2024

Delivery To: 18880 NAVAJO ROAD
APPLE VALLEY, CA 92307
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LONG BEACH, CA

Destination: APPLE VALLEY, CA

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95315144	1,896 EA	2.350/EA	4,455.600
SKU No.: 810734180	158 CTNS		
12IN HARDNEEDLE DECORATION WREATH	No. of Pallet:		
HTS Code.: 9505102500			
<u>Manufacturer Name & Address</u> KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA			
Total:		(158 CTNS) 1,896	4,455.600
TOTAL (USD) DOLLARS : FOUR THOUSAND FOUR HUNDRED FIFTY-FIVE AND CENTS SIXTY ONLY.			

Consolidator(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
OOLU8882010/OOLJXY1267/40H

Container Stuffing Location(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
OOLU8882010/OOLJXY1267/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-023

Sold To: AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY, CA 92307
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: OOCL ROTTERDAM / 149E

Ship on or about: August 19, 2024

Invoice Date.: July 30, 2024

Delivery To: 18880 NAVAJO ROAD
APPLE VALLEY, CA 92307
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LONG BEACH, CA

Destination: APPLE VALLEY, CA

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95315144	1,896 EA	687.00	894.00	19.238
SKU No.: 810734180	158 CTNS			
12IN HARDNEEDLE DECORATION WREATH	No. of Pallet:			
HTS Code.: 9505102500				
Total:	(158 CTNS)	1,896	687.00	894.00
				19.238

Consolidator(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
OOLU8882010/OOLJXY1267/40H

Container Stuffing Location(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
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We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA



PO # 95209355

Date Created 03/05/2024

Version: 2

Buyer: ROUNTREE, ELISA

Do Not Ship Before: 07/22/2024

Cancel if not Shipped by: 07/29/2024

Must be Routed by: 07/01/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.

A complete list of requirements can be found on the Big Lots website

www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

APPLE VALLEY DC - #0869

AVDC, LLC

18880 NAVAJO ROAD

APPLE VALLEY CA 92307

Telephone: 760-503-0520 Fax:

BILL TO

AVDC, LLC

4900 E. Dublin Granville Rd

Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD

JOE PENG

NO 50 FAGANG DEVELOPMENT

SHENZHEN GUANGDONG

CHINA

Contact: JOE PENG

Telephone: 86-755-6122-6325 Fax 86-755-6122-6326

E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
57	17,099.43	7,335.90	48.462

OFFICE-COPY



OFFICE-COPY

IMPORTANT Terms and Conditions

PO#: 95209355

Page 2 of 6

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209355

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810715793	GG - 9FT WINDHAM TR	0.00	CN	1		57	128.70	8,812.66	08/26/2024
36011	8147-H59003-02	LIT7FT&UP			1		57	25.91	17,099.43	
36011002	Winter Wonder Lane		030					299.99	48.891	599.99
4	481071579303		SEA	8.507	A1					

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FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401561**

Maker/Supplier :	GIFTREE CRAFTS COMPANY LIMITED	
Buyer/Consignee :	AVDC, LLC 18880 NAVAJO ROAD, APPLE VALLEY, CA 92307, USA	
Shipment From :	SHENZHEN	To: APPLE VALLEY, CA

Maker/Supplier's INVOICE No. PIN24-BLT-026
Dated: July 30, 2024
Date of Receipt of Cargo July 25, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

OOLU8882010 (PART) SEAL# OOLJXY1267 40H DRY

ARTIFICIAL XMAS TREE
PO#95209355
57PCS/57CTNS
HS CODE:9505100090


SHIP TO CODE & LOCATION : 00869-APPLE VALLEY, CA
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL.

57 CARTONS	14.336 CBM	1,697.00 KGS
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TOTAL : FIFTY-SEVEN (57) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "COSCO SPAIN" VOY NO. 066E DISCHARGED AT LONG BEACH, CA
SAILING ON / ABOUT August 8, 2024. CARGO RECEIVED ON July 25, 2024.

<p>THIS IS NOT A DOCUMENT OF TITLE</p>	<p>SHENZHEN July 30, 2024</p>
<p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p>	<p>(Place and date of issue.)</p> <p>YUSEN LOGISTICS</p> <p><i>For and on behalf of</i> Yusen Logistics (Shenzhen) Co., Ltd.</p> <p> Authorized Signature(s)</p> <p>(Authorized Signature) VI</p>

Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. **LIABILITY AND LIMITATIONS**
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. **INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. **WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. **DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. **SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. **LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. **RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. **NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. **TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. **NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. **GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.



Cargo Tracking

Search Result - Bill of Lading Number 2150918910

Summary

B/L Vessel Voyage:	OOCL ROTTERDAM 149E	FND Customs Clearance Code:	WAC8
Bill of Lading Number:	2150918910 (B/L Ready)	Inbound Customs Clearance Status:	Note Cleared (28 Aug 2024, 18:40 GMT)
Booking Number:	2150918910 (Confirmed)	Payment Status (collect charges):	Note Cleared
Total Containers:	1 x 40' Hi-Cube Container	Cargo Release Status:	Released
Total Quantity:	1069 Carton	Original B/L Received by Carrier:	N.A. (Under Sea WayBill)

Containers Detention & Demurrage

Container Number	Container Size Type	Quantity	Gross Weight	Verified Gross Mass	Latest Event			Final Destination
					Event	Location	Time	
OOLU888201-0	40HQ	1069 Carton	5742.000 KGS	9532.000 KGS (Submitted)	Freight Charges Settled	Apple Valley, San Bernardino, California, United States	26 Sep 2024, 02:10 PDT	Apple Valley, San Bernardino, California, United States appointment to be arranged

Detail of OOCL Container [OOLU888201-0](#) [Detailed Container Specification Enquiry](#)

Inbound Customs Clearance Status: [Note](#) Released (28 Aug 2024, 11:40 PDT)
Payment Status (collect charges): [Note](#) Cleared (26 Sep 2024, 02:10 PDT)
Linked Reference Number: [Note](#)

Routing Equipment Activities

Origin	Empty Pickup Location	Full Return Location	Port of Load	Vessel Voyage	Port of Discharge	Final Destination Hub	Destination	Empty Return Location	Haulage
Yantian, Shenzhen, Guangdong, China	Yantian Port	Yantian Port 05 Aug 2024, 12:00 CCT (Cargo Cutoff Date At First Full Hub)	Yantian, Shenzhen, Guangdong, China 19 Aug 2024, 03:39 CCT (Actual)	PSX OOCL ROTTERDAM 149E (149E)	Long Beach, Los Angeles, California, United States 03 Sep 2024, 05:53 PDT (Actual)	Long Beach Container Terminal (Pier E) 04 Sep 2024, 11:12 PDT (Actual)	Apple Valley, San Bernardino, California, United States	Long Beach Container Terminal (Pier E)	CY/DOOR



NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-026

Sold To: AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY, CA 92307
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: OOCL ROTTERDAM / 149E

Ship on or about: August 19, 2024

Invoice Date.: July 30, 2024

Delivery To: 18880 NAVAJO ROAD
APPLE VALLEY, CA 92307
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LONG BEACH, CA

Destination: APPLE VALLEY, CA

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209355	57 EA	128.700/EA	7,335.900
SKU No.: 810715793	57 CTNS		
9FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
<u>Manufacturer Name & Address</u>			
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA			
Total:		(57 CTNS) 57	7,335.900
TOTAL (USD) DOLLARS : SEVEN THOUSAND THREE HUNDRED THIRTY-FIVE AND CENTS NINETY ONLY.			

Consolidator(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
OOLU8882010/OOLJXY1267/40H

Container Stuffing Location(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
OOLU8882010/OOLJXY1267/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-026

Sold To: AVDC, LLC
18880 NAVAJO ROAD
APPLE VALLEY, CA 92307
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: OOCL ROTTERDAM / 149E

Ship on or about: August 19, 2024

Invoice Date.: July 30, 2024

Delivery To: 18880 NAVAJO ROAD
APPLE VALLEY, CA 92307
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LONG BEACH, CA

Destination: APPLE VALLEY, CA

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95209355	57 EA	1,487.00	1,697.00	14.336	
SKU No.: 810715793	57 CTNS				
9FT WINDHAM TREE TWINKLING	No. of Pallet:				
HTS Code.: 9505102500					
Total:	(57 CTNS)	57	1,487.00	1,697.00	14.336

Consolidator(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
OOLU8882010/OOLJXY1267/40H

Container Stuffing Location(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
OOLU8882010/OOLJXY1267/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

Electronic Proof of Claim Confirmation: 3735-1-MAZIM-537621914

Claim Electronically Submitted on (UTC) : 2024-10-04T13:22:31.306Z

Submitted by: GIFTREE CRAFTS COMPANY LIMITED
joepeng@giftree.net

Fill in this information to identify the case (Select only one Debtor per claim form):

Debtor: Closeout Distribution, LLC

Case Number: 24-11978

Modified Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense (other than a claim entitled to priority under 11 U.S.C. § 503(b)(9)). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	GIFTREE CRAFTS COMPANY LIMITED Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Address1: King Tree Office, West Fl.6th, Bldg 4, Feillette Industrial Park, Address2: No.88 Jiaoyu North Rd. Pingdi Town, Address3: Address4: City: Shenzhen State: Guang Dong Postal Code: 518117 Country: China Contact phone: +86-13823169463 Contact email: joepeng@giftree.net	Where should payments to the creditor be sent? (if different) Address1: Address2: Address3: Address4: City: State: Postal Code: Country: Contact phone: _____ Contact email: _____
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>921</u>	Filed on <u>09/19/2024</u> MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☒

No

☐

Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim?

\$ 118,924.80

Does this amount include interest or other charges?

☒

No

☐

Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

GOODS SOLD

9. Is all or part of the claim secured?

☒

No

☐

Yes. The claim is secured by a lien on property.

Nature of property:
☐
Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐

Motor vehicle

☐

Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property:

\$ _____

Amount of the claim that is secured:

\$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)**Amount necessary to cure any default as of the date of the petition:**

\$ _____

Annual Interest Rate (when case was filed) _____ %
☐

Fixed

☐

Variable

10. Is this claim based on a lease?

☒

No

☐

Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff?

☒

No

☐

Yes. Identify the property: _____

<p>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</p> <p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Check one:</p> <p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.</p>	<p>Amount entitled to priority</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p>* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.</p>		
<p>13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?</p>	<p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.</p>	<p>\$ <u>118,924.80</u></p>

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

HUA PENG

10/04/2024

Electronic Signature

Date

Name of the person who is completing and signing this claim

HUA PENG

Name

First name

Middle name

Last name

Title/Company

MANAGER / GIFTREE CRAFTS COMPANY LIMITED

Identify the corporate servicer as the company if the authorized agent is a servicer.

West Fl.6th, Bldg 4, Feilette Industrial Park,

Address

No.88 Jiaoyu North Rd. Pingdi Town,

Number

Street

Shenzhen

Guang Dong

518117

China

City

State

ZIP Code

Country

Contact phone

+86-13823169463

Email

joepeng@giftree.net

Additional Noticing Addresses (if provided):

Additional Address 1

Name:

Address1:

Address2:

Address3:

Address4:

City:

State:

Postal Code:

Country:

Contact Phone:

Contact Email:

Additional Address 2

Name:

Address1:

Address2:

Address3:

Address4:

City:

State:

Postal Code:

Country:

Contact Phone:

Contact Email:

Additional Supporting Documentation Provided



Yes



No

Attachment Filename:

DC874 PROOF DOCUMENTS OF CLAIM _CLOSEOUT DISTRIBUTION LLC.pdf

PO/INVOICE STATEMENT

DC	CONSIGNEE	PO#	Order Amount	INVOICE#	INVOICE AMOUNT	FCR NO.	DATE OF FCR ISSUED	BILL OF LADING #	VESSEL /VOYAGE	BOOKING NUMBER	CONTAINER NO	GOODS RECEIVED DAY AT FINAL DESTINATION	WITHIN 20 DAYS OF SEP. 9TH (Y/N)	SHIPPING LINE/CONTAINER TRACKING LINK
874	CLOSEOUT DISTRIBUTION, LLC 4900 E. Dublin Granville Rd Columbus, OH 43081-7651 US Telephone: 614-278-6800 Fax: 614-278-6871	95209352	US\$206,658.10	PIN24-BLT-018	US\$88,323.50	CNS-SZP-2401325	07/16/2024	2150196290	(OOLU) THALASSA AXIA V.1262-050E	2150196290	BMOU5063174	08/28/2024	Y	https://www.oocl.com/usa/eng/Pages/default.aspx
										2150196300	FSCU9344238	08/28/2024		
										2150196310	RFCU4084875	08/28/2024		
		95209321	US\$132,581.87	PIN24-BLT-027	US\$30,601.30	CNS-SZP-2401576	07/30/2024	2150642810	(OOLU) TEXAS TRIUMPH V.1264-031E	2150642810	TCLU9783780	09/08/2024	Y	https://www.oocl.com/usa/eng/Pages/default.aspx
										2150723340	FBLU0189406	09/08/2024		

TOTAL

US\$118,924.80

Total Claim AMT: US\$118,924.80

Within 20days AMT: US\$118,924.80

REMARK:

Goods received day was determined when goods arrived at Big Lots DC according to the terms and conditions Point 2 on the purchase order. It said that Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer's DC or the location otherwise designated by Buyer in the PO.

Attached below: PO, FCR, CONTAINER ARRIVED PROOF, INVOICE, PACKING LIST



PO # 95209352

Date Created 03/05/2024
Version: 0
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 06/24/2024
Cancel if not Shipped by: 07/01/2024
Must be Routed by: 06/03/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD
JOE PENG
NO 50 FAGANG DEVELOPMENT
SHENZHEN GUANGDONG
CHINA

Contact: JOE PENG
Telephone: 86-755-6122-6325 Fax 86-755-6122-6326
E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
3,355	560,266.45	206,658.10	62.453

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209352

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810614468	N - 7.5FT CASH/HAR	0.00	CN	1		1,250	26.23	44,261.50	08/05/2024
36011	8147-H60723-01	LIT7FT&UP			1		1,250	9.18	124,987.50	
36011002	Winter Wonder Lane		H30					99.99	64.850	129.99
1	481061446806		SEA	3.333	A1					
360	810715824	Z - 7.5FT WINDHAM T	0.00	CN	1		1,007	82.50	101,686.86	08/05/2024
36011	8147-H59004-01	LIT7FT&UP			1		1,007	18.48	201,389.93	
36011002	Winter Wonder Lane		H30					199.99	49.920	399.00
2	481071582402		SEA	6.222	A1					
360	810715803	S - 7.5FT SHOWSHOE	0.00	CN	1		955	75.80	89,007.91	08/05/2024
36011	8147-H66753-01	LIT7FT&UP			1		955	17.40	190,990.45	
36011002	Winter Wonder Lane		H30					199.99	53.776	299.99
3	481071580309		SEA	5.890	A1					
360	810715793	GG - 9FT WINDHAM TR	0.00	CN	1		143	128.70	22,108.94	08/05/2024
36011	8147-H59003-02	LIT7FT&UP			1		143	25.91	42,898.57	
36011002	Winter Wonder Lane		H30					299.99	48.891	599.99
4	481071579303		SEA	8.507	A1					

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401325**

Maker/Supplier :	GIFTREE CRAFTS COMPANY LIMITED		
Buyer/Consignee :	CLOSEOUT DISTRIBUTION, LLC 50 RAUSCH CREEK RD, TREMONT, PA 17981, USA		
Shipment From :	SHENZHEN	To :	TREMONT, PA

Maker/Supplier's INVOICE No.
PIN24-BLT-018

Dated: **July 16, 2024**

Date of Receipt of Cargo
July 12, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
BMOU5063174 SEAL# OOLJYA0545 40H DRY
FSCU9344238 SEAL# OOLJYA0603 40H DRY
RFCU4084875 SEAL# OOLJXW4876 40H DRY

ARTIFICIAL XMAS TREE
PO#95209352
1207PCS/1207CTNS
HS CODE:9505100090


SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

1,207 CARTONS 196.270 CBM 20,974.40 KGS

TOTAL : ONE THOUSAND TWO HUNDRED SEVEN (1,207) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "THALASSA AXIA" VOY NO. 1262-050E DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT July 19, 2024. CARGO RECEIVED ON July 12, 2024.

THIS IS NOT A DOCUMENT OF TITLE		SHENZHEN July 16, 2024	
<p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p>		(Place and date of issue.) YUSEN LOGISTICS	
		<i>For and on behalf of</i> Yusen Logistics (Shenzhen) Co., Ltd.	
		 Authorized Signature(s) As Agent	
		(Authorized Signature) V1	

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. **LIABILITY AND LIMITATIONS**
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. **INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. **WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. **DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. **SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. **LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. **RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. **NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. **TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. **NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. **GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.



Cargo Tracking

Search Result - Bill of Lading Number 2150196290

Summary			
B/L Vessel Voyage:	THALASSA AXIA 050E	FND Customs Clearance Code:	E416
Bill of Lading Number:	2150196290 (B/L Ready)	Inbound Customs Clearance Status:	Note Cleared (22 Aug 2024, 13:20 GMT)
Booking Number:	2150196290 (Confirmed)	Payment Status (collect charges):	Note Cleared
	2150196310 (Confirmed)	Cargo Release Status:	Released
	2150196300 (Confirmed)	Original B/L Received by Carrier:	N.A. (Under Sea WayBill)
Total Containers:	3 x 40' Hi-Cube Container		
Total Quantity:	1207 Carton		

Containers Detention & Demurrage

Container Number	Container Size Type	Quantity	Gross Weight	Verified Gross Mass	Latest Event			Final Destination
					Event	Location	Time	
BMOU506317-4	40HQ	372 Carton	7142.400 KGS	11002.400 KGS (Submitted)	Freight Charges Settled	Tremont, Tremont, Schuylkill, Pennsylvania, United States	26 Sep 2024, 05:10 EDT	Tremont, Schuylkill, Pennsylvania, United States appointment to be arranged
FSCU934423-8	40HQ	372 Carton	7142.400 KGS	10972.400 KGS (Submitted)	Freight Charges Settled	Tremont, Tremont, Schuylkill, Pennsylvania, United States	26 Sep 2024, 05:10 EDT	Tremont, Schuylkill, Pennsylvania, United States appointment to be arranged
RFCU408487-5	40HQ	463 Carton	6689.600 KGS	10499.600 KGS (Submitted)	Freight Charges Settled	Tremont, Tremont, Schuylkill, Pennsylvania, United States	26 Sep 2024, 05:10 EDT	Tremont, Schuylkill, Pennsylvania, United States appointment to be arranged

Detail of OOCL Container BMOU506317-4 [Detailed Container Specification Enquiry](#)

Inbound Customs Clearance Status: Note Released (22 Aug 2024, 09:20 EDT)
Payment Status (collect charges): Note Cleared (26 Sep 2024, 05:10 EDT)
Linked Reference Number: Note

Routing Equipment Activities

Origin	Empty Pickup Location	Full Return Location	Port of Load	Vessel Voyage	Port of Discharge	Final Destination Hub	Destination	Empty Return Location	Haulage
Yantian, Shenzhen, Guangdong, China			Yantian, Shenzhen, Guangdong, China 20 Jul 2024, 02:57 CCT (Actual)	ECC1 THALASSA AXIA 1262-050E/1262W (050E/050W)	New York, New York, United States 27 Aug 2024, 22:00 EDT (Actual)	Maher Terminals LLC 28 Aug 2024, 23:06 EDT (Actual)	Tremont, Schuylkill, Pennsylvania, United States	Columbia Container Services	CY/DOOR



NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-018

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: THALASSA AXIA / 1262-050E

Ship on or about: July 20, 2024

Invoice Date.: July 16, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : BMOU5063174, FSCU9344238, RFCU4084875

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209352	200 EA	26.230/EA	5,246.000
SKU No.: 810614468	200 CTNS		
7.5FT CASH/HARD NEEDLE PENCIL TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209352	1,007 EA	82.500/EA	83,077.500
SKU No.: 810715824	1,007 CTNS		
7.5FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
<u>Manufacturer Name & Address</u>			
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA			
Total:		(1,207 CTNS)	1,207
			88,323.500
TOTAL (USD) DOLLARS : EIGHTY-EIGHT THOUSAND THREE HUNDRED TWENTY-THREE AND CENTS FIFTY ONLY.			

Consolidator(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
BMOU5063174/OOLJYA0545/40H
FSCU9344238/OOLJYA0603/40H
RFCU4084875/OOLJXW4876/40H

Container Stuffing Location(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
BMOU5063174/OOLJYA0545/40H
FSCU9344238/OOLJYA0603/40H
RFCU4084875/OOLJXW4876/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA
BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-018

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: THALASSA AXIA / 1262-050E

Ship on or about: July 20, 2024

Invoice Date.: July 16, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : BMOU5063174, FSCU9344238, RFCU4084875

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95209352	200 EA	1,024.00	1,640.00	18.880
SKU No.: 810614468	200 CTNS			
7.5FT CASH/HARD NEEDLE PENCIL TREE	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209352	1,007 EA	18,764.00	19,334.40	177.390
SKU No.: 810715824	1,007 CTNS			
7.5FT WINDHAM TREE TWINKLING	No. of Pallet:			
HTS Code.: 9505102500				
Total:	(1,207 CTNS)	1,207	19,788.00	20,974.40
			196.270	

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
BMOU5063174/OOLJYA0545/40H
FSCU9344238/OOLJYA0603/40H
RFCU4084875/OOLJXW4876/40H

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
BMOU5063174/OOLJYA0545/40H
FSCU9344238/OOLJYA0603/40H
RFCU4084875/OOLJXW4876/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA
BIG LOTS

PO#
SKU#
DEPT# 360
MADE IN CHINA



PO # 95209321

Date Created 03/05/2024
Version: 0
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 06/24/2024
Cancel if not Shipped by: 07/01/2024
Must be Routed by: 06/03/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

TREMONT DC - #0874
CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT PA 17981-1734

Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO

CLOSEOUT DISTRIBUTION, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD
JOE PENG
NO 50 FAGANG DEVELOPMENT
SHENZHEN GUANGDONG
CHINA

Contact: JOE PENG
Telephone: 86-755-6122-6325 Fax 86-755-6122-6326
E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
4,449	429,025.51	132,581.87	65.326

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209321

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810475687	D - 5FT CUPID CASHM	0.00	CN	1		1,493	20.68	42,680.69	08/05/2024
36011	8147-H47709-02	URNS			1		1,493	7.91	104,495.07	
36011005	Winter Wonder Lane		H30					69.99	59.451	92.00
1	481047568706		SEA	2.903	XX					
360	810569946	F - 6.5FT BLITZEN F	0.00	CN	1		1,493	29.71	62,569.24	08/05/2024
36011	8147-H54452-04	URNS			1		1,493	12.20	134,355.07	
36011005	Winter Wonder Lane		H30					89.99	53.760	139.99
2	481056994602		SEA	4.510	A1					
360	810569935	PP - 6.5FT GRAND RA	0.00	CN	1		1,463	39.20	73,527.45	08/05/2024
36011	8147-H71010-01	LIT6-6.5FT			1		1,463	11.06	190,175.37	
36011003	Winter Wonder Lane		H30					129.99	61.639	189.00
3	481056993506		SEA	3.890	A1					

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401576**

Maker/Supplier : **GIFTREE CRAFTS COMPANY LIMITED**

Buyer/Consignee : **CLOSEOUT DISTRIBUTION, LLC**
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

Shipment From : **SHENZHEN** To : **TREMONT, PA**

Maker/Supplier's INVOICE No.
PIN24-BLT-027

Dated: **July 30, 2024**

Date of Receipt of Cargo
July 28, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
FBLU0189406 SEAL# OOLJXZ7530 40H DRY
TCLU9783780 SEAL# OOLJYA0829 40H DRY

ARTIFICIAL XMAS TREE
PO#95209321
1030PCS/1030CTNS
HS CODE: 9505100090


SHIP TO CODE & LOCATION : 00874-TREMONT, PA
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

1,030 CARTONS 131.520 CBM 10,815.00 KGS

TOTAL : ONE THOUSAND THIRTY (1,030) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TEXAS TRIUMPH" VOY NO. 1264-031E DISCHARGED AT NEW YORK, NY
SAILING ON / ABOUT August 4, 2024. CARGO RECEIVED ON July 28, 2024.

THIS IS NOT A DOCUMENT OF TITLE		SHENZHEN July 30, 2024	
The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.		(Place and date of issue.) YUSEN LOGISTICS	
		<i>For and on behalf of</i> Yusen Logistics (Shenzhen) Co., Ltd.  Authorized Signature(s)	
		As Agent	
No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)		(Authorized Signature) V1	

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. **LIABILITY AND LIMITATIONS**
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. **INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. **WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. **DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. **SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. **LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. **RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. **NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. **TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. **NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. **GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.



Cargo Tracking

Search Result - Bill of Lading Number 2150642810

Summary

B/L Vessel Voyage: TEXAS TRIUMPH 031E
Bill of Lading Number: 2150642810 (B/L Ready)
Booking Number: 2150642810 (Confirmed)
2150723340 (Confirmed)
Total Containers: 2 x 40' Hi-Cube Container
Total Quantity: 1030 Carton

FND Customs Clearance Code: E416
Inbound Customs Clearance Status: Note Cleared (06 Sep 2024, 15:40 GMT)
Payment Status (collect charges): Note Cleared
Cargo Release Status: Released
Original B/L Received by Carrier: N.A. (Under Sea WayBill)

Containers		Detention & Demurrage						
Container Number	Container Size Type	Quantity	Gross Weight	Verified Gross Mass	Latest Event			Final Destination
					Event	Location	Time	
TCLU978378-0	40HQ	515 Carton	5407.500 KGS	9247.500 KGS (Submitted)	Container Returned to Carrier	Columbia Container Services, New York, New York, United States	12 Sep 2024, 17:30 EDT	Tremont, Schuylkill, Pennsylvania, United States appointment to be arranged
FBLU018940-6	40HQ	515 Carton	5407.500 KGS	9107.500 KGS (Submitted)	Container Returned to Carrier	Columbia Container Services, New York, New York, United States	13 Sep 2024, 13:52 EDT	Tremont, Schuylkill, Pennsylvania, United States appointment to be arranged

Detail of OOCL

Container [TCLU978378-0](#) [Detailed Container Specification Enquiry](#)

Inbound Customs Clearance Status: Note Released (06 Sep 2024, 11:40 EDT)
Payment Status (collect charges): Note
Linked Reference Number: Note

Routing		Equipment Activities							
Origin	Empty Pickup Location	Full Return Location	Port of Load	Vessel Voyage	Port of Discharge	Final Destination Hub	Destination	Empty Return Location	Haulage
Yantian, Shenzhen, Guangdong, China	Yantian Port	Yantian Port 31 Jul 2024, 12:00 CCT (Cargo Cutoff Date At First Full Hub)	Yantian, Shenzhen, Guangdong, China 04 Aug 2024, 23:30 CCT (Actual)	ECC1 TEXAS TRIUMPH 1264-031E/1264W (031E/031W)	New York, New York, New York, United States 08 Sep 2024, 00:36 EDT (Actual)	Maher Terminals LLC 08 Sep 2024, 15:04 EDT (Actual)	Tremont, Schuylkill, Pennsylvania, United States	Columbia Container Services	CY/DOOR



NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-027

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: TEXAS TRIUMPH / 1264-031E

Ship on or about: August 04, 2024

Invoice Date.: July 30, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : FBLU0189406, TCLU9783780

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209321	1,030 EA	29.710/EA	30,601.300
SKU No.: 810569946	1,030 CTNS		
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
<u>Manufacturer Name & Address</u>			
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA			
Total:		(1,030 CTNS) 1,030	30,601.300
TOTAL (USD) DOLLARS : THIRTY THOUSAND SIX HUNDRED ONE AND CENTS THIRTY ONLY.			

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
FBLU0189406/OOLJXZ7530/40H
TCLU9783780/OOLJYA0829/40H

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
FBLU0189406/OOLJXZ7530/40H
TCLU9783780/OOLJYA0829/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA
BIG LOTS
STORES

PO#

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-027

Sold To: CLOSEOUT DISTRIBUTION, LLC
50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: TEXAS TRIUMPH / 1264-031E

Ship on or about: August 04, 2024

Invoice Date.: July 30, 2024

Delivery To: 50 RAUSCH CREEK RD
TREMONT, PA 17981
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : FBLU0189406, TCLU9783780

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95209321	1,030 EA	9,478.00	10,815.00	131.520
SKU No.: 810569946	1,030 CTNS			
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:			
HTS Code.: 9505102500				
Total:	(1,030 CTNS)	1,030	9,478.00	10,815.00
				131.520

Consolidator(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
FBLU0189406/OOLJXZ7530/40H
TCLU9783780/OOLJYA0829/40H

Container Stuffing Location(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
FBLU0189406/OOLJXZ7530/40H
TCLU9783780/OOLJYA0829/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA
BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

Electronic Proof of Claim Confirmation: 3735-1-UCBWX-637681613

Claim Electronically Submitted on (UTC) : 2024-10-04T13:43:21.313Z

Submitted by: GIFTREE CRAFTS COMPANY LIMITED
joepeng@giftree.net

Fill in this information to identify the case (Select only one Debtor per claim form):

Debtor: Durant DC, LLC

Case Number: 24-11975

Modified Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense (other than a claim entitled to priority under 11 U.S.C. § 503(b)(9)). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	GIFTREE CRAFTS COMPANY LIMITED Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Address1: King Tree Office, West Fl.6th, Bldg 4, Feillette Industrial Park, Address2: No.88 Jiaoyu North Rd. Pingdi Town, Address3: Address4: City: Shenzhen State: Guang Dong Postal Code: 518117 Country: China Contact phone: +86-13823169463 Contact email: joepeng@giftree.net	Where should payments to the creditor be sent? (if different) Address1: Address2: Address3: Address4: City: State: Postal Code: Country: Contact phone: _____ Contact email: _____
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>923</u>	Filed on <u>09/19/2024</u> MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim?

\$ 299,110.75

Does this amount include interest or other charges?

☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

GOODS SOLD

9. Is all or part of the claim secured?

☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff?

☒ No
☐ Yes. Identify the property: _____

<p>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</p> <p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Check one:</p> <p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.</p>	<p>Amount entitled to priority</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p>* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.</p>		
<p>13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?</p>	<p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.</p>	<p>\$ <u>238,225.75</u></p>

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

HUA PENG 10/04/2024

Electronic Signature

Date

Name of the person who is completing and signing this claim

HUA PENG

Name

First name

Middle name

Last name

Title/Company

MANAGER / GIFTREE CRAFTS COMPANY LIMITED

Identify the corporate servicer as the company if the authorized agent is a servicer.

West Fl.6th, Bldg 4, Feillette Industrial Park,

Address

No.88 Jiaoyu North Rd. Pingdi Town,

Number

Street

Shenzhen

Guang Dong

518117

China

City

State

ZIP Code

Country

Contact phone

+86-13823169463

Email

joepeng@giftree.net

Additional Noticing Addresses (if provided):

Additional Address 1

Name:

Address1:

Address2:

Address3:

Address4:

City:

State:

Postal Code:

Country:

Contact Phone:

Contact Email:

Additional Address 2

Name:

Address1:

Address2:

Address3:

Address4:

City:

State:

Postal Code:

Country:

Contact Phone:

Contact Email:

Additional Supporting Documentation Provided



Yes



No

Attachment Filename:

DC879 PROOF DOCUMENTS OF CLAIM_DURANT DC LLC.pdf

PO/INVOICE STATEMENT

DC	CONSIGNEE	PO#	Order Amount	INVOICE#	INVOICE AMOUNT	FCR NO.	DATE OF FCR ISSUED	BILL OF LADING #	VESSEL /VOYAGE	BOOKING NUMBER	CONTAINER NO	GOODS RECEIVED DAY AT FINAL DESTINATION	WITHIN 20 DAYS OF SEP. 9TH (Y/N)	SHIPPING LINE/CONTAINER TRACKING LINK
879	DURANT DC, LLC 4900 E. Dublin Granville Rd Columbus, OH 43081-7651 US Telephone: 614-278-6800 Fax: 614-278-6871	95209353	US\$195,774.51	PIN24-BLT-004	US\$60,885.00	CNS-SZP-2401066	07/16/2024	CMDUSHZ6375112	(CMDU) OOCL TOKYO V.0TYI7E1MA	SHZ6375112	CMAU3491999	08/07/2024	N	https://www.cma-cgm.com/ebusiness/tracking
										SHZ6375129	CMAU6477192	08/07/2024		
				PIN24-BLT-007	US\$51,351.37	CNS-SZP-2401159	07/22/2024	CMDUSHZ6397084	(CMDU) CMA CGM YUKON V.0TXHVE1MA	SHZ6397097	TCKU4760471	08/20/2024	Y	https://www.cma-cgm.com/ebusiness/tracking
										SHZ6397084	SELU4130554	08/27/2024		
				PIN24-BLT-011	US\$83,538.14	CNS-SZP-2401247	07/24/2024	SZPM05952100	(HDMU) HYUNDAI FORWARD V.0157E	SZPM05952100	GAOU6335194	08/28/2024	Y	https://www.hmm21.com/e-service/general/trackNTrace/TrackNTrace.do
										SZPM07064500	KOCU5043070	08/28/2024		
		95209322	66683.11	PIN24-BLT-008	US\$66,683.11	CNS-SZP-2401160	07/22/2024	SZPM44258900	(HDMU) HYUNDAI FORWARD V.0157E	SZPM09128300	TGBU6484504	08/28/2024	Y	https://www.hmm21.com/e-service/general/trackNTrace/TrackNTrace.do
										SZPM79801800	BMOU5167332	08/28/2024		
										SZPM75919700	BMOU5168869	08/28/2024		
										SZPM78625400	KOCU4891409	08/28/2024		
		95209340	US\$4,505.88	PIN24-BLT-12A	US\$22,496.13	CNS-SZP-2401484	07/25/2024	CMDUSHZ6470501	(CMDU) TS MELBOURNE V.0WF1BE1MA	SHZ6470501	TGHU9638694	08/28/2024	Y	https://www.cma-cgm.com/ebusiness/tracking
		95317581	US\$4,060.80									08/28/2024		
		95209361	US\$28,086.45	PIN24-BLT-020	US\$14,157.00	CNS-SZP-2401299	07/24/2024	2150642420	(OOLU) XIN FEI ZHOU V.096E	2150642420	OOLU8747941	09/03/2024	Y	https://www.oocl.com/usa/eng/Pages/default.aspx

TOTAL

US\$299,110.75

Total Claim AMT: US\$299,110.75

Within 20days AMT: US\$238,225.75

REMARK:

Goods received day was determined when goods arrived at Big Lots DC according to the terms and conditions Point 2 on the purchase order. It said that Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer's DC or the location otherwise designated by Buyer in the PO.

Attached below: PO, FCR, CONTAINER ARRIVED PROOF, INVOICE, PACKING LIST



PO # 95209353

Date Created 03/05/2024
Version: 0
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 06/17/2024
Cancel if not Shipped by: 06/24/2024
Must be Routed by: 05/27/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD
JOE PENG
NO 50 FAGANG DEVELOPMENT
SHENZHEN GUANGDONG
CHINA

Contact: JOE PENG
Telephone: 86-755-6122-6325 Fax 86-755-6122-6326
E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
2,889	517,571.11	195,774.51	60.447

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209353

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810614468	N - 7.5FT CASH/HAR	0.00	CN	1		947	26.23	33,532.51	08/05/2024
36011	8147-H60723-01	LIT7FT&UP			1		947	9.18	94,690.53	
36011002	Winter Wonder Lane		H30					99.99	64.850	129.99
1	481061446806		SEA	3.333	A1					
360	810715824	Z - 7.5FT WINDHAM T	0.00	CN	1		818	82.50	82,601.64	08/05/2024
36011	8147-H59004-01	LIT7FT&UP			1		818	18.48	163,591.82	
36011002	Winter Wonder Lane		H30					199.99	49.920	399.00
2	481071582402		SEA	6.222	A1					
360	810715803	S - 7.5FT SHOWSHOE	0.00	CN	1		779	75.80	72,604.36	08/05/2024
36011	8147-H66753-01	LIT7FT&UP			1		779	17.40	155,792.21	
36011002	Winter Wonder Lane		H30					199.99	53.776	299.99
3	481071580309		SEA	5.890	A1					
360	810715793	GG - 9FT WINDHAM TR	0.00	CN	1		345	128.70	53,339.76	08/05/2024
36011	8147-H59003-02	LIT7FT&UP			1		345	25.91	103,496.55	
36011002	Winter Wonder Lane		H30					299.99	48.891	599.99
4	481071579303		SEA	8.507	A1					

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401066**

Maker/Supplier : **GIFTREE CRAFTS COMPANY LIMITED**

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **SHENZHEN** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
PIN24-BLT-004

Dated: **July 02, 2024**

Date of Receipt of Cargo
June 30, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAV 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN
CMAU3491999 SEAL# R7044666 40H DRY
CMAU6477192 SEAL# R7044804 40H DRY

ARTIFICIAL XMAS TREE
PO#95209353
738PCS/738CTNS
HS CODE:9505100090


SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

738 CARTONS 130.020 CBM 14,169.60 KGS

TOTAL : SEVEN HUNDRED THIRTY-EIGHT (738) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "OOCL TOKYO" VOY NO. 0TYI7E1MA DISCHARGED AT HOUSTON, TX
SAILING ON / ABOUT July 7, 2024. CARGO RECEIVED ON June 30, 2024.

THIS IS NOT A DOCUMENT OF TITLE		SHENZHEN July 16, 2024	
<p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p>		(Place and date of issue.) YUSEN LOGISTICS	
		<i>For and on behalf of</i> Yusen Logistics (Shenzhen) Co., Ltd.	
		 Authorized Signature(s)	
		(Authorized Signature)	V1 As Agent

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. LIABILITY AND LIMITATIONS
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. INDEMNITY
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
8. WAREHOUSING
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. DECLARED VALUE
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. LIEN, DISPOSAL OF GOODS, ETC.
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. RATES AND CHARGES
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. NOTICE OF CLAIM
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. TIME BAR
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. GOVERNING LAW
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Tracking details

EMPTY IN DEPOT



 CMAU3491999 • 45 G1

- RECEIPT

PORT Yantian, CH

PORT Houston, Tx, US

DELIVERY

Booking reference

Custom reference

N/A

Exported on

Friday 27-SEP-2024 at 09:01

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Sunday, 30-JUN-2024 🕒 02:52	EMPTY TO SHIPPER	SHEKOU		
Sunday, 30-JUN-2024 🕒 13:44	READY TO BE LOADED	YANTIAN		
Sunday, 07-JUL-2024 🕒 09:32	LOADED ON BOARD	YANTIAN	OOCL TOKYO	0TYI7E1MA
Sunday, 07-JUL-2024 🕒 22:00	VESSEL DEPARTURE	YANTIAN	OOCL TOKYO	0TYI7E1MA
Monday, 05-AUG-2024 🕒 09:36	VESSEL ARRIVAL	HOUSTON, TX	OOCL TOKYO	0TYI8W1MA
Tuesday, 06-AUG-2024 🕒 11:04	DISCHARGED	HOUSTON, TX	OOCL TOKYO	0TYI8W1MA
Tuesday, 06-AUG-2024 🕒 16:56	CONTAINER TO CONSIGNEE	HOUSTON, TX		
Wednesday, 07-AUG-2024 🕒 02:00	FULL AT CONSIGNEE'S PREMISES	HOUSTON, TX		
Wednesday, 14-AUG-2024 🕒 16:13	EMPTY IN DEPOT	HOUSTON, TX		

Tracking details

EMPTY IN DEPOT



CMAU6477192 • 45 G1

- RECEIPT
- PORT Yantian, CH
- PORT Houston, Tx, US
- DELIVERY

Booking reference

Custom reference

N/A

Exported on

Friday 27-SEP-2024 at 09:02

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Sunday, 30-JUN-2024 🕒 00:27	EMPTY TO SHIPPER	SHEKOU		
Sunday, 30-JUN-2024 🕒 12:08	READY TO BE LOADED	YANTIAN		
Sunday, 07-JUL-2024 🕒 17:55	LOADED ON BOARD	YANTIAN	OOCL TOKYO	0TYI7E1MA
Sunday, 07-JUL-2024 🕒 22:00	VESSEL DEPARTURE	YANTIAN	OOCL TOKYO	0TYI7E1MA
Monday, 05-AUG-2024 🕒 09:36	VESSEL ARRIVAL	HOUSTON, TX	OOCL TOKYO	0TYI8W1MA
Monday, 05-AUG-2024 🕒 21:13	DISCHARGED	HOUSTON, TX	OOCL TOKYO	0TYI8W1MA
Tuesday, 06-AUG-2024 🕒 12:41	CONTAINER TO CONSIGNEE	HOUSTON, TX		
Wednesday, 07-AUG-2024 🕒 02:00	FULL AT CONSIGNEE'S PREMISES	HOUSTON, TX		
Wednesday, 14-AUG-2024 🕒 10:17	EMPTY IN DEPOT	HOUSTON, TX		

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-004

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: OOCL TOKYO / 0TYI7E1MA

Ship on or about: July 07, 2024

Invoice Date.: July 02, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: HOUSTON, TX

Destination: DURANT, OK

Container Number (Factory Load) : CMAU3491999, CMAU6477192

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209353	738 EA	82.500/EA	60,885.000
SKU No.: 810715824	738 CTNS		
7.5FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
<u>Manufacturer Name & Address</u>			
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA			
Total:		(738 CTNS) 738	60,885.000
TOTAL (USD) DOLLARS : SIXTY THOUSAND EIGHT HUNDRED EIGHTY-FIVE ONLY.			

Consolidator(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
CMAU3491999/R7044666/40H
CMAU6477192/R7044804/40H

Container Stuffing Location(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
CMAU3491999/R7044666/40H
CMAU6477192/R7044804/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA
BIG LOTS
STORES

PO#

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-004

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: OOCL TOKYO / 0TYI7E1MA

Ship on or about: July 07, 2024

Invoice Date.: July 02, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: HOUSTON, TX

Destination: DURANT, OK

Container Number (Factory Load) : CMAU3491999, CMAU6477192

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95209353	738 EA	12,678.00	14,169.60	130.020
SKU No.: 810715824	738 CTNS			
7.5FT WINDHAM TREE TWINKLING	No. of Pallet:			
HTS Code.: 9505102500				
Total:	(738 CTNS)	738	12,678.00	14,169.60
				130.020

Consolidator(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
CMAU3491999/R7044666/40H
CMAU6477192/R7044804/40H

Container Stuffing Location(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
CMAU3491999/R7044666/40H
CMAU6477192/R7044804/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA
BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401159**

Maker/Supplier : **GIFTREE CRAFTS COMPANY LIMITED**

Buyer/Consignee : DURANT DC, LLC
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **SHENZHEN** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
PIN24-BLT-007

Dated: **July 10, 2024**

Date of Receipt of Cargo
July 06, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

SELU4130554

SEAL# R5015378

40H DRY

TCKU4760471

SEAL# R7390889

40' DRY

ARTIFICIAL XMAS TREE
PO#95209353
829PCS/829CTNS
HS CODE:9505100090

SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL.

829 CARTONS	121.040 CBM	12,214.00 KGS
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TOTAL : EIGHT HUNDRED TWENTY-NINE (829) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "CMA CGM YUKON" VOY NO. 0TXHVE1MA DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT July 14, 2024. CARGO RECEIVED ON July 6, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

SHENZHEN

July 22, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For and on behalf of
Yusen Logistics (Shenzhen) Co., Ltd.

[Signature]

As Agent

(Authorized Signature)

V1

Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obliged) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. LIABILITY AND LIMITATIONS
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. INDEMNITY
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of or in connection with the Services, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
8. WAREHOUSING
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. DECLARED VALUE
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. LIEN, DISPOSAL OF GOODS, ETC.
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. RATES AND CHARGES
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. NOTICE OF CLAIM
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. TIME BAR
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. GOVERNING LAW
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Tracking details

EMPTY IN DEPOT



TCKU4760471 • 42 G1



RECEIPT

PORT Yantian, CH

PORT Los Angeles, Ca, US

DELIVERY Dallas, Tx, US

Booking reference

Custom reference

N/A

Exported on

Friday 27-SEP-2024 at 08:41

ⓘ Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Saturday, 06-JUL-2024 🕒 11:02	EMPTY TO SHIPPER	SHEKOU		
Sunday, 07-JUL-2024 🕒 04:11	READY TO BE LOADED	YANTIAN		
Saturday, 13-JUL-2024 🕒 11:00	LOADED ON BOARD	YANTIAN	CMA CGM YUKON	0TXHVE1MA
Saturday, 13-JUL-2024 🕒 22:30	VESSEL DEPARTURE	YANTIAN	CMA CGM YUKON	0TXHVE1MA
Tuesday, 30-JUL-2024 🕒 07:30	VESSEL ARRIVAL	LOS ANGELES, CA	CMA CGM YUKON	0TXHWW1MA
Saturday, 03-AUG-2024 🕒 00:40	DISCHARGED	LOS ANGELES, CA	CMA CGM YUKON	0TXHWW1MA
Monday, 12-AUG-2024 🕒 12:00	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Monday, 12-AUG-2024 🕒 12:01	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Friday, 16-AUG-2024 🕒 23:54	TRAIN ARRIVAL FOR IMPORT	DALLAS, TX		
Sunday, 18-AUG-2024 🕒 16:36	IMPORT UNLOAD FULL FROM RAIL	DALLAS, TX		
Sunday, 18-AUG-2024 🕒 17:31	RECEIVED FOR IMPORT TRANSFER	DALLAS, TX		
Tuesday, 20-AUG-2024 🕒 03:07	CONTAINER TO CONSIGNEE	DALLAS, TX		
Friday, 23-AUG-2024 🕒 21:11	EMPTY IN DEPOT	DALLAS, TX		

Tracking details

EMPTY IN DEPOT



 SELU4130554 • 45 G1

- RECEIPT

PORT Yantian, CH

PORT Los Angeles, Ca, US

DELIVERY Dallas, Tx, US

Booking reference

Custom reference

N/A

Exported on

Friday 27-SEP-2024 at 08:40

Times reflected are local Times

Provisional moves are given for

information purpose only, without

warranty of any kind either expressed

or implied, and are subject to change

at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Saturday, 06-JUL-2024 🕒 09:00	EMPTY TO SHIPPER	YANTIAN		
Saturday, 06-JUL-2024 🕒 18:47	READY TO BE LOADED	YANTIAN		
Saturday, 13-JUL-2024 🕒 20:52	LOADED ON BOARD	YANTIAN	CMA CGM YUKON	0TXHVE1MA
Saturday, 13-JUL-2024 🕒 22:30	VESSEL DEPARTURE	YANTIAN	CMA CGM YUKON	0TXHVE1MA
Tuesday, 30-JUL-2024 🕒 07:30	VESSEL ARRIVAL	LOS ANGELES, CA	CMA CGM YUKON	0TXHWW1MA
Friday, 02-AUG-2024 🕒 09:18	DISCHARGED	LOS ANGELES, CA	CMA CGM YUKON	0TXHWW1MA
Saturday, 17-AUG-2024 🕒 21:09	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Saturday, 17-AUG-2024 🕒 21:10	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Saturday, 24-AUG-2024 🕒 16:00	TRAIN ARRIVAL FOR IMPORT	DALLAS, TX		
Sunday, 25-AUG-2024 🕒 17:48	IMPORT UNLOAD FULL FROM RAIL	DALLAS, TX		
Sunday, 25-AUG-2024 🕒 18:32	RECEIVED FOR IMPORT TRANSFER	DALLAS, TX		
Tuesday, 27-AUG-2024 🕒 05:20	CONTAINER TO CONSIGNEE	DALLAS, TX		
Thursday, 29-AUG-2024 🕒 10:21	EMPTY IN DEPOT	DALLAS, TX		

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-007

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: CMA CGM YUKON / OTXHVE1MA

Ship on or about: July 13, 2024

Invoice Date.: July 10, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LOS ANGELES, CA

Destination: DURANT, OK

Container Number (Factory Load) : SELU4130554, TCKU4760471

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209353	379 EA	26.230/EA	9,941.170
SKU No.: 810614468	379 CTNS		
7.5FT CASH/HARD NEEDLE PENCIL TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209353	138 EA	128.700/EA	17,760.600
SKU No.: 810715793	138 CTNS		
9FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209353	312 EA	75.800/EA	23,649.600
SKU No.: 810715803	312 CTNS		
7.5FT SHOWSHOE TREE GLITTER	No. of Pallet:		
HTS Code.: 9505102500			
<div>Manufacturer Name & Address</div> <div>KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA</div>			
Total:		(829 CTNS) 829	51,351.370
TOTAL (USD) DOLLARS : FIFTY-ONE THOUSAND THREE HUNDRED FIFTY-ONE AND CENTS THIRTY-SEVEN ONLY.			

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-007

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: CMA CGM YUKON / 0TXHVE1MA

Ship on or about: July 13, 2024

Invoice Date.: July 10, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LOS ANGELES, CA

Destination: DURANT, OK

Container Number (Factory Load) : SELU4130554, TCKU4760471

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95209353	379 EA	2,678.00	3,107.80	35.770	
SKU No.: 810614468	379 CTNS				
7.5FT CASH/HARD NEEDLE PENCIL TREE	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209353	138 EA	3,245.00	4,098.60	33.240	
SKU No.: 810715793	138 CTNS				
9FT WINDHAM TREE TWINKLING	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209353	312 EA	4,570.00	5,007.60	52.030	
SKU No.: 810715803	312 CTNS				
7.5FT SHOWSHOE TREE GLITTER	No. of Pallet:				
HTS Code.: 9505102500					
Total:	(829 CTNS)	829	10,493.00	12,214.00	121.040

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
SELU4130554/R5015378/40H
TCKU4760471/R7390889/40'

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
SELU4130554/R5015378/40H
TCKU4760471/R7390889/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

PO#
SKU#
DEPT# 360
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401247**

Maker/Supplier :	GIFTREE CRAFTS COMPANY LIMITED	
Buyer/Consignee :	DURANT DC, LLC 2306 ENTERPRISE DR, DURANT, OK 74701, USA	
Shipment From :	SHENZHEN	To : DURANT, OK

Maker/Supplier's INVOICE No. PIN24-BLT-011
Dated: July 12, 2024
Date of Receipt of Cargo July 07, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

GAOU6335194

SEAL# 24H0560788

40H DRY

KOCU5043070

SEAL# 24H0554962

40H DRY

TGBU6484504

SEAL# 24H0560825

40H DRY

ARTIFICIAL XMAS TREE

PO#95209353

1322PCS/1322CTNS

HS CODE: 9505100090

SHIP TO CODE & LOCATION : 00879-DURANT, OK

SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL.

1,322 CARTONS


195.430 CBM

19,836.85 KGS

TOTAL : ONE THOUSAND THREE HUNDRED TWENTY-TWO (1,322) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "HYUNDAI FORWARD" VOY NO. 0157E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT July 14, 2024. CARGO RECEIVED ON July 7, 2024.

<p>THIS IS NOT A DOCUMENT OF TITLE</p>	<p>SHENZHEN July 24, 2024</p>
<p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p>	<p>(Place and date of issue.)</p> <p>YUSEN LOGISTICS</p> <p><i>For and on behalf of</i> Yusen Logistics (Shenzhen) Co., Ltd.</p> <p> Authorized Signature(s)</p> <p>As Agent</p>
	<p>(Authorized Signature) V1</p>

Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1. Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1. Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2. Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3. Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1. SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2. Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3. Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4. Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5. Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6. Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7. Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. **LIABILITY AND LIMITATIONS**
- 6.1. SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2. Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3. Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4. Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5. No insurance will be arranged by Company for the benefit of Shipper.
- 6.6. Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7. Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8. By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. **INDEMNITY**
- 7.1. Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2. Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3. Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4. Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. **WAREHOUSING**
- 8.1. Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. **DECLARED VALUE**
- 9.1. Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. **SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1. Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. **LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1. Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2. Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3. Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4. The rights of Company under this Section are independent and cumulative.
12. **RATES AND CHARGES**
- 12.1. Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2. Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3. On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. **NOTICE OF CLAIM**
- 13.1. Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2. No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. **TIME BAR**
- 14.1. Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. **NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1. Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. **GOVERNING LAW**
- 16.1. These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Track & Trace

B/L No.

SZPM05952100

Tracking Result



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	Origin	Loading Port	T/S Port	Discharging Port	Destination
Location	YANTIAN, SHENZHEN, CHINA	YANTIAN, SHENZHEN, CHINA	BUSAN, KOREA	LOS ANGELES, CA	DURANT, OK
Terminal	YANTIAN INT'L CONTAINER TERMINAL LTD.	YANTIAN INT'L CONTAINER TERMINAL LTD.	BUSAN CONTAINER TERMINAL	YUSEN TERMINALS INC	USDUAZON ZONE
Arrival(ETB)		2024-07-08 04:19	2024-07-22 12:08	2024-08-08 05:13	2024-08-28 12:00
Departure	2024-07-07 05:16	2024-07-14 08:43	2024-07-28 16:54	2024-08-21 18:52	

- The arrival date & time at discharging port is set as ETB (Estimated time of Berthing)
- Blue : Estimated Date & Time
- Red : Actual Date & Time
- All dates and times are local dates and times.
- Estimated data is given without guarantee and subject to change without prior notice.
- If your shipment is blank now, please contact with HMM for more details.

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No.	Container No.	Trailer No.	Cargo Type	Type / Size	Weight	B/L No.	Cell No.	Service Term	B/L Status	Seal No.	Movement	Last Movement Date
1	GAOU6335194		DC	DC/4H	5964	SZPM05952100		CY-DR	Waybill	24H0560788	Import Empty Container Returned	2024-09-03 14:52
2	KOCU5043070		DC	DC/4H	6291.6	SZPM05952100		CY-DR	Waybill	24H0554962	Import Empty Container Returned	2024-09-10 17:01
3	TGBU6484504		DC	DC/4H	7581.25	SZPM05952100		CY-DR	Waybill	24H0560825	Import Empty Container Returned	2024-09-10 20:46

· You can view Track & Trace results when clicking Container number.

Current Location

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-011

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: HYUNDAI FORWARD / 0157E

Ship on or about: July 14, 2024

Invoice Date.: July 12, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LOS ANGELES, CA

Destination: DURANT, OK

Container Number (Factory Load) : GAOU6335194, KOCU5043070, TGBU6484504

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
<div>P/O No.: 95209353</div> <div>SKU No.: 810614468</div> <div>7.5FT CASH/HARD NEEDLE PENCIL TREE</div> <div>HTS Code.: 9505102500</div> <div>No. of Pallet:</div>	568 EA	26.230/EA	14,898.640
<div>P/O No.: 95209353</div> <div>SKU No.: 810715793</div> <div>9FT WINDHAM TREE TWINKLING</div> <div>HTS Code.: 9505102500</div> <div>No. of Pallet:</div>	568 CTNS		
<div>P/O No.: 95209353</div> <div>SKU No.: 810715803</div> <div>7.5FT SHOWSHOE TREE GLITTER</div> <div>HTS Code.: 9505102500</div> <div>No. of Pallet:</div>	207 EA	128.700/EA	26,640.900
<div>P/O No.: 95209353</div> <div>SKU No.: 810715824</div> <div>7.5FT WINDHAM TREE TWINKLING</div> <div>HTS Code.: 9505102500</div> <div>No. of Pallet:</div>	207 CTNS		
<div>P/O No.: 95209353</div> <div>SKU No.: 810715803</div> <div>7.5FT SHOWSHOE TREE GLITTER</div> <div>HTS Code.: 9505102500</div> <div>No. of Pallet:</div>	467 EA	75.800/EA	35,398.600
<div>P/O No.: 95209353</div> <div>SKU No.: 810715824</div> <div>7.5FT WINDHAM TREE TWINKLING</div> <div>HTS Code.: 9505102500</div> <div>No. of Pallet:</div>	467 CTNS		
<div>P/O No.: 95209353</div> <div>SKU No.: 810715824</div> <div>7.5FT WINDHAM TREE TWINKLING</div> <div>HTS Code.: 9505102500</div> <div>No. of Pallet:</div>	80 EA	82.500/EA	6,600.000
<div>P/O No.: 95209353</div> <div>SKU No.: 810715824</div> <div>7.5FT WINDHAM TREE TWINKLING</div> <div>HTS Code.: 9505102500</div> <div>No. of Pallet:</div>	80 CTNS		
<div>Manufacturer Name & Address</div> <div>KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA</div>			
Total:		(1,322 CTNS)	1,322
			83,538.140
TOTAL (USD) DOLLARS : EIGHTY-THREE THOUSAND FIVE HUNDRED THIRTY-EIGHT AND CENTS FOURTEEN ONLY.			

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Consolidator(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
GAOU6335194/24H0560788/40H
KOCU5043070/24H0554962/40H
TGBU6484504/24H0560825/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

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Container Stuffing Location(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
GAOU6335194/24H0560788/40H
KOCU5043070/24H0554962/40H
TGBU6484504/24H0560825/40H

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-011

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: HYUNDAI FORWARD / 0157E

Ship on or about: July 14, 2024

Invoice Date.: July 12, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LOS ANGELES, CA

Destination: DURANT, OK

Container Number (Factory Load) : GAOU6335194, KOCU5043070, TGBU6484504

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95209353	568 EA	3,894.00	4,657.60	53.600	
SKU No.: 810614468	568 CTNS				
7.5FT CASH/HARD NEEDLE PENCIL TREE	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209353	207 EA	5,784.00	6,147.90	49.860	
SKU No.: 810715793	207 CTNS				
9FT WINDHAM TREE TWINKLING	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209353	467 EA	6,872.00	7,495.35	77.880	
SKU No.: 810715803	467 CTNS				
7.5FT SHOWSHOE TREE GLITTER	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209353	80 EA	976.00	1,536.00	14.090	
SKU No.: 810715824	80 CTNS				
7.5FT WINDHAM TREE TWINKLING	No. of Pallet:				
HTS Code.: 9505102500					
Total:	(1,322 CTNS)	1,322	17,526.00	19,836.85	195.430

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA



PO # 95209322

Date Created 03/05/2024

Version: 1

Buyer: ROUNTREE, ELISA

Do Not Ship Before: 06/17/2024

Cancel if not Shipped by: 06/24/2024

Must be Routed by: 05/27/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.

A complete list of requirements can be found on the Big Lots website

www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CRF.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879

DURANT DC, LLC

2306 ENTERPRISE DR

DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC

4900 E. Dublin Granville Rd

Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD

JOE PENG

NO 50 FAGANG DEVELOPMENT

SHENZHEN GUANGDONG

CHINA

Contact: JOE PENG

Telephone: 86-755-6122-6325 Fax 86-755-6122-6326

E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
2,222	215,937.78	66,683.11	65.207

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209322

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810475687	D - 5FT CUPID CASHM	0.00	CN	1		729	20.68	20,840.07	08/05/2024
36011	8147-H47709-02	URNS			1		729	7.91	51,022.71	
36011005	Winter Wonder Lane		H30					69.99	59.451	92.00
1	481047568706		SEA	2.903	XX					
360	810569946	F - 6.5FT BLITZEN F	0.00	CN	1		729	29.71	30,551.22	08/05/2024
36011	8147-H54452-04	URNS			1		729	12.20	65,602.71	
36011005	Winter Wonder Lane		H30					89.99	53.760	139.99
2	481056994602		SEA	4.510	A1					
360	810569935	PP - 6.5FT GRAND RA	0.00	CN	1		764	39.20	38,397.11	08/05/2024
36011	8147-H71010-01	LIT6-6.5FT			1		764	11.06	99,312.36	
36011003	Winter Wonder Lane		H30					129.99	61.639	189.00
3	481056993506		SEA	3.890	A1					

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FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401160**

Maker/Supplier :	GIFTREE CRAFTS COMPANY LIMITED	
Buyer/Consignee :	DURANT DC, LLC 2306 ENTERPRISE DR, DURANT, OK 74701, USA	
Shipment From :	SHENZHEN	To : DURANT, OK

Maker/Supplier's INVOICE No. PIN24-BLT-008
Dated: July 10, 2024
Date of Receipt of Cargo July 07, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN

BMOU5167332	SEAL#	24H0553408	40H	DRY
BMOU5168869	SEAL#	24H0576513	40H	DRY
KOCU4891409	SEAL#	24H0560760	40H	DRY
TCNU7233273	SEAL#	24H0554992	40H	DRY

ARTIFICIAL XMAS TREE
PO#95209322
2222PCS/2222CTNS
HS CODE: 9505100090


SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL.

2,222 CARTONS	237.150 CBM	20,220.50 KGS
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TOTAL : TWO THOUSAND TWO HUNDRED TWENTY-TWO (2,222) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "HYUNDAI FORWARD" VOY NO. 0157E DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT July 12, 2024. CARGO RECEIVED ON July 7, 2024.

<p>THIS IS NOT A DOCUMENT OF TITLE</p>	<p>SHENZHEN July 22, 2024</p>
<p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p>	<p>(Place and date of issue.)</p> <p>YUSEN LOGISTICS</p> <p><i>For and on behalf of</i> Yusen Logistics (Shenzhen) Co., Ltd.</p> <p> Authorized Signature(s)</p> <p>(Authorized Signature) VI</p>
	<p>As Agent</p>

Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. LIABILITY AND LIMITATIONS
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. INDEMNITY
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. WAREHOUSING
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. DECLARED VALUE
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. LIEN, DISPOSAL OF GOODS, ETC.
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. RATES AND CHARGES
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. NOTICE OF CLAIM
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. TIME BAR
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. GOVERNING LAW
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Track & Trace

B/L No.

SZPM44258900

Tracking Result



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	Origin	Loading Port	T/S Port	Discharging Port	Destination
Location	YANTIAN, SHENZHEN, CHINA	YANTIAN, SHENZHEN, CHINA	BUSAN, KOREA	LOS ANGELES, CA	DURANT, OK
Terminal	YANTIAN INT'L CONTAINER TERMINAL LTD.	YANTIAN INT'L CONTAINER TERMINAL LTD.	BUSAN CONTAINER TERMINAL	YUSEN TERMINALS INC	USDUAZON ZONE
Arrival(ETB)		2024-07-07 01:06	2024-07-21 00:59	2024-08-08 05:13	2024-08-25 12:00
Departure	2024-07-06 11:06	2024-07-12 20:25	2024-07-28 16:54	2024-08-18 15:49	

- The arrival date & time at discharging port is set as ETB (Estimated time of Berthing)
- Blue : Estimated Date & Time
- Red : Actual Date & Time
- All dates and times are local dates and times.
- Estimated data is given without guarantee and subject to change without prior notice.
- If your shipment is blank now, please contact with HMM for more details.

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No.	Container No.	Trailer No.	Cargo Type	Type / Size	Weight	B/L No.	Cell No.	Service Term	B/L Status	Seal No.	Movement	Last Movement Date
1	BMOU5167332		DC	DC/4H	4620	SZPM44258900		CY-DR	Waybill	24H0553408	Import Empty Container Returned	2024-08-27 14:32
2	BMOU5168869		DC	DC/4H	4866.7	SZPM44258900		CY-DR	Waybill	24H0576513	Import Empty Container Returned	2024-09-03 16:21
3	KOCU4891409		DC	DC/4H	4725	SZPM44258900		CY-DR	Waybill	24H0560760	Import Empty Container Returned	2024-08-27 21:15
4	TCNU7233273		DC	DC/4H	6008.8	SZPM44258900		CY-DR	Waybill	24H0554992	Import Empty Container Returned	2024-09-02 09:42

· You can view Track & Trace results when clicking Container number.

Current Location

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-008

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: HYUNDAI FORWARD / 0157E

Ship on or about: July 12, 2024

Invoice Date.: July 10, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LOS ANGELES, CA

Destination: DURANT, OK

Container Number (Factory Load) : BMOU5167332, BMOU5168869, KOCU4891409, TCNU7233273

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209322	729 EA	20.680/EA	15,075.720
SKU No.: 810475687	729 CTNS		
5FT CUPID CASHMERE URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209322	764 EA	39.200/EA	29,948.800
SKU No.: 810569935	764 CTNS		
6.5FT GRAND RAPIDS FLOCKED TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209322	729 EA	29.710/EA	21,658.590
SKU No.: 810569946	729 CTNS		
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
Manufacturer Name & Address			
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA			
Total:		(2,222 CTNS) 2,222	66,683.110
TOTAL (USD) DOLLARS : SIXTY-SIX THOUSAND SIX HUNDRED EIGHTY-THREE AND CENTS ELEVEN ONLY.			

Consolidator(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
BMOU5167332/24H0553408/40H

Container Stuffing Location(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
BMOU5167332/24H0553408/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-008

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: HYUNDAI FORWARD / 0157E

Ship on or about: July 12, 2024

Invoice Date.: July 10, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LOS ANGELES, CA

Destination: DURANT, OK

Container Number (Factory Load) : BMOU5167332, BMOU5168869, KOCU4891409, TCNU7233273

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95209322	729 EA	3,975.00	4,811.40	59.910	
SKU No.: 810475687	729 CTNS				
5FT CUPID CASHMERE URN TREE	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209322	764 EA	6,972.00	7,754.60	84.150	
SKU No.: 810569935	764 CTNS				
6.5FT GRAND RAPIDS FLOCKED TREE	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209322	729 EA	6,794.00	7,654.50	93.090	
SKU No.: 810569946	729 CTNS				
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:				
HTS Code.: 9505102500					
Total:	(2,222 CTNS)	2,222	17,741.00	20,220.50	237.150

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
BMOU5167332/24H0553408/40H
BMOU5168869/24H0576513/40H
KOCU4891409/24H0560760/40H
TCNU7233273/24H0554992/40H

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
BMOU5167332/24H0553408/40H
BMOU5168869/24H0576513/40H
KOCU4891409/24H0560760/40H
TCNU7233273/24H0554992/40H

We certify that there is no wood packing material in the shipment.

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA



PO # 95317581

Date Created 04/17/2024
Version: 0
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 07/01/2024
Cancel if not Shipped by: 07/08/2024
Must be Routed by: 06/10/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: LCL-YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CRF.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879
DURANT DC, LLC
2306 ENTERPRISE DR
DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD
JOE PENG
NO 50 FAGANG DEVELOPMENT
SHENZHEN GUANGDONG
CHINA

Contact: JOE PENG
Telephone: 86-755-6122-6325 Fax 86-755-6122-6326
E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
1,728	17,262.72	4,060.80	67.227

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95317581

Page 6 of 6

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810734180	12IN PRELIT HARD NE	0.00	CN	12		1,728	2.35	5,657.47	09/02/2024
36004	8147-H75850-02	DECWREATHS			1		144	0.92	17,262.72	
36004005	Winter Wonder Lane		H33					9.99	67.462	13.80
1	481073418006		SEA	4.069	A1					



PO # 95209340

Date Created 03/05/2024

Version: 2

Buyer: ROUNTREE, ELISA

Do Not Ship Before: 07/08/2024

Cancel if not Shipped by: 07/15/2024

Must be Routed by: 06/17/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.

A complete list of requirements can be found on the Big Lots website

www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CRF.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879

DURANT DC, LLC

2306 ENTERPRISE DR

DURANT OK 74701-1964

Telephone: 580-931-2100 Fax: 580-931-2197

BILL TO

DURANT DC, LLC

4900 E. Dublin Granville Rd

Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD

JOE PENG

NO 50 FAGANG DEVELOPMENT

SHENZHEN GUANGDONG

CHINA

Contact: JOE PENG

Telephone: 86-755-6122-6325 Fax 86-755-6122-6326

E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
162	14,638.38	4,505.88	66.273

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OFFICE-COPY

IMPORTANT Terms and Conditions

PO#: 95209340

Page 2 of 6

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



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PO#: 95209340

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810475687	D - 5FT CUPID CASHM	0.00	CN	1		75	20.68	2,144.04	08/26/2024
36011	8147-H47709-02	URNS			1		75	7.91	5,249.25	
36011005	Winter Wonder Lane		030					69.99	59.451	92.00
1	481047568706		SEA	2.903	XX					
360	810569946	F - 6.5FT BLITZEN F	0.00	CN	1		48	29.71	2,011.60	08/26/2024
36011	8147-H54452-04	URNS			1		48	12.20	4,319.52	
36011005	Winter Wonder Lane		030					89.99	53.760	149.00
2	481056994602		SEA	4.510	A1					
360	810569935	PP - 6.5FT GRAND RA	0.00	CN	1		39	39.20	1,960.06	08/26/2024
36011	8147-H71010-01	LIT6-6.5FT			1		39	11.06	5,069.61	
36011003	Winter Wonder Lane		030					129.99	61.639	223.63
3	481056993506		SEA	3.890	A1					



PO #95209361

Date Created03/05/2024

Version:1

Buyer:ROUNTREE, ELISA

Do Not Ship Before:07/08/2024

Cancel if not Shipped by:07/15/2024

Must be Routed by:06/17/2024

Payment Terms:Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms:Collect

FOB:YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

DURANT DC - #0879

DURANT DC, LLC

2306 ENTERPRISE DR

DURANT OK 74701-1964

Telephone: 580-931-2100

Fax: 580-931-2197

BILL TO

DURANT DC, LLC

4900 E. Dublin Granville Rd

Columbus, OH 43081-7651 US

Telephone: 614-278-6800

Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD

JOE PENG

NO 50 FAGANG DEVELOPMENT

SHENZHEN GUANGDONG

CHINA

Contact: JOE PENG

Telephone: 86-755-6122-6325

Fax 86-755-6122-6326

E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature

Signee's Name

Title

Date

Units	Retail	Vendor Cost	IMU
324	70,396.76	28,086.45	55.649

OFFICE-COPY

**IMPORTANT Terms and Conditions**

These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209361

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810614468	N - 7.5FT CASH/HAR	0.00	CN	1		65	26.23	2,301.60	08/26/2024
36011	8147-H60723-01	LIT7FT&UP			1		65	9.18	6,499.35	
36011002	Winter Wonder Lane		030					99.99	64.850	129.99
1	481061446806		SEA	3.333	A1					
360	810715824	Z - 7.5FT WINDHAM T	0.00	CN	1		52	82.50	5,250.96	08/26/2024
36011	8147-H59004-01	LIT7FT&UP			1		52	18.48	10,399.48	
36011002	Winter Wonder Lane		030					199.99	49.920	399.00
2	481071582402		SEA	6.222	A1					
360	810715803	S - 7.5FT SHOWSHOE	0.00	CN	1		86	75.80	8,015.37	08/26/2024
36011	8147-H66753-01	LIT7FT&UP			1		86	17.40	17,199.14	
36011002	Winter Wonder Lane		030					199.99	53.776	299.99
3	481071580309		SEA	5.890	A1					
360	810715793	GG - 9FT WINDHAM TR	0.00	CN	1		121	128.70	18,707.57	08/26/2024
36011	8147-H59003-02	LIT7FT&UP			1		121	25.91	36,298.79	
36011002	Winter Wonder Lane		030					299.99	48.891	599.99
4	481071579303		SEA	8.507	A1					

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401484**

Maker/Supplier : **GIFTREE CRAFTS COMPANY LIMITED**

Buyer/Consignee : **DURANT DC, LLC**
2306 ENTERPRISE DR, DURANT, OK 74701, USA

Shipment From : **SHENZHEN** To : **DURANT, OK**

Maker/Supplier's INVOICE No.
PIN24-BLT-12A

Dated: **July 25, 2024**

Date of Receipt of Cargo
July 09, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

**PLEASE REFER TO ATTACHED
SHEET (S) .**

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

520 CARTONS **65.460 CBM** **5,454.05 KGS**

TOTAL : FIVE HUNDRED TWENTY (520) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TS MELBOURNE" VOY NO. 0WF1BE1MA DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT July 15, 2024. CARGO RECEIVED ON July 9, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: **1**
(Terms and conditions are to be continued to the reverse side hereof.)

SHENZHEN

July 25, 2024

(Place and date of issue.)
YUSEN LOGISTICS

For and on behalf of
Yusen Logistics (Shenzhen) Co., Ltd.

[Signature]
.....
Authorized Signature(s)

As Agent

(Authorized Signature) **V1**

V1

FCR No. CNS-SZP-2401484

Attachment Page 1/1

Shipping MarkBIG LOTS
STORESPO#
SKU#
DEPT# 360
MADE IN CHINABIG LOTS
STORESPO#
SKU#
DEPT# 360
MADE IN CHINABIG LOTS
STORESPO#
SKU#
DEPT# 360
MADE IN CHINADescription of GoodsSHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN

TGHU9638694 SEAL# R6708431 40H DRY

ARTIFICIAL XMAS TREE
PO#95209340
162PCS/162CTNS
HS CODE:9505100090ARTIFICIAL XMAS TREE
PO#95209361
214PCS/214CTNS
HS CODE: 9505100090ARTIFICIAL XMAS WREATH
PO#95317581
1728PCS/144CTNS
HS CODE:9505100090SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obliged) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. LIABILITY AND LIMITATIONS
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. INDEMNITY
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. WAREHOUSING
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. DECLARED VALUE
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. LIEN, DISPOSAL OF GOODS, ETC.
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. RATES AND CHARGES
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. NOTICE OF CLAIM
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. TIME BAR
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. GOVERNING LAW
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Tracking details

EMPTY IN DEPOT



 TGHU9638694 • 45 G1

- RECEIPT

PORT Yantian, CH

PORT Los Angeles, Ca, US

DELIVERY Dallas, Tx, US

Booking reference

Custom reference

N/A

Exported on

Friday 27-SEP-2024 at 09:12

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Monday, 08-JUL-2024 🕒 20:13	EMPTY TO SHIPPER	YANTIAN		
Tuesday, 09-JUL-2024 🕒 20:29	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 02:21	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Monday, 05-AUG-2024 🕒 01:56	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Tuesday, 20-AUG-2024 🕒 11:07	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Tuesday, 20-AUG-2024 🕒 11:08	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Sunday, 25-AUG-2024 🕒 04:39	TRAIN ARRIVAL FOR IMPORT	DALLAS, TX		
Monday, 26-AUG-2024 🕒 14:02	IMPORT UNLOAD FULL FROM RAIL	DALLAS, TX		
Monday, 26-AUG-2024 🕒 14:32	RECEIVED FOR IMPORT TRANSFER	DALLAS, TX		
Wednesday, 28-AUG-2024 🕒 04:10	CONTAINER TO CONSIGNEE	DALLAS, TX		
Friday, 30-AUG-2024 🕒 13:26	EMPTY IN DEPOT	DALLAS, TX		

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-12A	Invoice Date.: July 25, 2024
Sold To: DURANT DC, LLC 2306 ENTERPRISE DR DURANT, OK 74701 USA	Delivery To: 2306 ENTERPRISE DR DURANT, OK 74701 USA
Shipment Terms: FOB YANTIAN	Payment Term / OAT #(Open Account Transaction):
Country of Origin: CHINA	L/C Number: TT
Vessel / Voyage: TS MELBOURNE / 0WF1BE1MA	Port of Loading: YANTIAN
Ship on or about: July 14, 2024	Port of Entry: LOS ANGELES, CA
	Destination: DURANT, OK
Container Number (Factory Load) : TGHU9638694	

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209340	75 EA	20.680/EA	1,551.000
SKU No.: 810475687	75 CTNS		
5FT CUPID CASHMERE URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209340	39 EA	39.200/EA	1,528.800
SKU No.: 810569935	39 CTNS		
6.5FT GRAND RAPIDS FLOCKED TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209340	48 EA	29.710/EA	1,426.080
SKU No.: 810569946	48 CTNS		
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209361	65 EA	26.230/EA	1,704.950
SKU No.: 810614468	65 CTNS		
7.5FT CASH/HARD NEEDLE PENCIL TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209361	11 EA	128.700/EA	1,415.700
SKU No.: 810715793	11 CTNS		
9FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209361	86 EA	75.800/EA	6,518.800
SKU No.: 810715803	86 CTNS		
7.5FT SHOWSHOE TREE GLITTER	No. of Pallet:		

P/O No.: 95209361	52	EA	82.500/EA	4,290.000
SKU No.: 810715824	52	CTNS		
7.5FT WINDHAM TREE TWINKLING	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95317581	1,728	EA	2.350/EA	4,060.800
SKU No.: 810734180	144	CTNS		
12IN HARDNEEDLE DECORATION WREATH	No. of Pallet:			
HTS Code.: 9505102500				

Manufacturer Name & Address

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
 BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
 HUIZHOU, GUANGDONG
 516800, CHINA

Total:	(520 CTNS)	2,104	22,496.130
TOTAL (USD) DOLLARS : TWENTY-TWO THOUSAND FOUR HUNDRED NINETY-SIX AND CENTS THIRTEEN ONLY.			

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
 BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
 CHINA
 HUIZHOU , GUANGDONG
 516800 CHINA
 Container No./Seal/Size:
 TGHU9638694/R6708431/40H

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
 BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
 CHINA
 HUIZHOU , GUANGDONG
 516800 CHINA
 Container No./Seal/Size:
 TGHU9638694/R6708431/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
 STORES

PO#
 SKU#
 DEPT# 360
 MADE IN CHINA
 BIG LOTS
 STORES

PO#
 SKU#
 DEPT# 360
 MADE IN CHINA
 BIG LOTS
 STORES

PO#
 SKU#
 DEPT# 360
 MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-12A

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: TS MELBOURNE / 0WF1BE1MA

Ship on or about: July 14, 2024

Container Number (Factory Load) : TGHU9638694

Invoice Date.: July 25, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LOS ANGELES, CA

Destination: DURANT, OK

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95209340	75 EA	324.00	495.00	6.160
SKU No.: 810475687	75 CTNS			
5FT CUPID CASHMERE URN TREE	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209340	39 EA	267.00	395.85	4.300
SKU No.: 810569935	39 CTNS			
6.5FT GRAND RAPIDS FLOCKED TREE	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209340	48 EA	427.00	504.00	6.130
SKU No.: 810569946	48 CTNS			
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209361	65 EA	467.00	533.00	6.130
SKU No.: 810614468	65 CTNS			
7.5FT CASH/HARD NEEDLE PENCIL TREE	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209361	11 EA	246.00	326.70	2.650
SKU No.: 810715793	11 CTNS			
9FT WINDHAM TREE TWINKLING	No. of Pallet:			

P/O No.: 95209361	86 EA	1,207.00	1,380.30	14.340
SKU No.: 810715803	86 CTNS			
7.5FT SHOWSHOE TREE GLITTER	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95209361	52 EA	824.00	998.40	9.160
SKU No.: 810715824	52 CTNS			
7.5FT WINDHAM TREE TWINKLING	No. of Pallet:			
HTS Code.: 9505102500				
P/O No.: 95317581	1,728 EA	734.00	820.80	16.590
SKU No.: 810734180	144 CTNS			
12IN HARDNEEDLE DECORATION WREATH	No. of Pallet:			
HTS Code.: 9505102500				
Total: (520 CTNS) 2,104 4,496.00 5,454.05 65.460				

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
 BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
 CHINA

HUIZHOU , GUANGDONG
 516800 CHINA

Container No./Seal/Size:
 TGHU9638694/R6708431/40H

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
 BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
 CHINA

HUIZHOU , GUANGDONG
 516800 CHINA

Container No./Seal/Size:
 TGHU9638694/R6708431/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
 STORES

PO#
 SKU#
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 MADE IN CHINA
 BIG LOTS
 STORES

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 BIG LOTS
 STORES

PO#
 SKU#
 DEPT# 360
 MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401299**

Maker/Supplier :	GIFTREE CRAFTS COMPANY LIMITED	
Buyer/Consignee :	DURANT DC, LLC 2306 ENTERPRISE DR, DURANT, OK 74701, USA	
Shipment From :	SHENZHEN	To: DURANT, OK

Maker/Supplier's INVOICE No. PIN24-BLT-020
Dated: July 13, 2024
Date of Receipt of Cargo July 12, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRA Y 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CFS-CY

OOLU8747941 (PART) SEAL# OOLJXX5076 40H DRY

ARTIFICIAL XMAS TREE
PO#95209361
110PCS/110CTNS
HS CODE:9505100090


SHIP TO CODE & LOCATION : 00879-DURANT, OK
SHIPPER DECLARED ALL ITEM(S) CONTAIN NO WOOD PACKAGING
MATERIAL

110 CARTONS	27.666 CBM	3,289.00 KGS
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TOTAL : ONE HUNDRED TEN (110) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "COSCO ENGLAND" VOY NO. 064E DISCHARGED AT LONG BEACH, CA
SAILING ON / ABOUT July 25, 2024. CARGO RECEIVED ON July 12, 2024.

<p>THIS IS NOT A DOCUMENT OF TITLE</p>	<p>SHENZHEN July 24, 2024</p>
<p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p>	<p>(Place and date of issue.)</p> <p>YUSEN LOGISTICS</p> <p><i>For and on behalf of</i> Yusen Logistics (Shenzhen) Co., Ltd.</p> <p> Authorized Signature(s)</p> <p>As Agent</p> <p>.....</p> <p>(Authorized Signature) V1</p>

Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1. Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1. Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2. Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3. Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1. SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2. Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3. Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4. Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5. Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6. Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7. Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. LIABILITY AND LIMITATIONS
- 6.1. SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2. Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3. Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4. Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5. No insurance will be arranged by Company for the benefit of Shipper.
- 6.6. Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7. Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8. By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. INDEMNITY
- 7.1. Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2. Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3. Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4. Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. WAREHOUSING
- 8.1. Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. DECLARED VALUE
- 9.1. Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.
- 10.1. Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. LIEN, DISPOSAL OF GOODS, ETC.
- 11.1. Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2. Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3. Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4. The rights of Company under this Section are independent and cumulative.
12. RATES AND CHARGES
- 12.1. Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2. Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3. On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. NOTICE OF CLAIM
- 13.1. Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2. No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. TIME BAR
- 14.1. Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS
- 15.1. Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. GOVERNING LAW
- 16.1. These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.



Cargo Tracking

Search Result - Bill of Lading Number 2150642420

Summary

B/L Vessel Voyage:	XIN FEI ZHOU 096E	FND Customs Clearance Code:	WAC8
Bill of Lading Number:	2150642420 (B/L Ready)	Inbound Customs Clearance Status:	Note Cleared (19 Aug 2024, 18:50 GMT)
Booking Number:	2150642420 (Confirmed)	Payment Status (collect charges):	Note Cleared
Total Containers:	1 x 40' Hi-Cube Container	Cargo Release Status:	Released
Total Quantity:	1505 Carton	Original B/L Received by Carrier:	N.A. (Under Sea WayBill)

Containers Detention & Demurrage

Container Number	Container Size Type	Quantity	Gross Weight	Verified Gross Mass	Latest Event			Final Destination
					Event	Location	Time	
OOLU874794-1	40HQ	1505 Carton	9560.000 KGS	13360.000 KGS (Submitted)	Container Returned to Carrier	BNSF - Alliance, Dallas, Dallas, Texas, United States	26 Sep 2024, 12:11 CDT	Durant, Bryan, Oklahoma, United States appointment to be arranged

Detail of OOCL

Container [OOLU874794-1](#) [Detailed Container Specification Enquiry](#)

Inbound Customs Clearance Status: [Note](#) Released (19 Aug 2024, 11:50 PDT)
Payment Status (collect charges): [Note](#) Cleared (13 Sep 2024, 03:36 CDT)
Linked Reference Number: [Note](#)

Routing Equipment Activities

Origin	Empty Pickup Location	Full Return Location	Port of Load	Vessel Voyage	Port of Discharge	Final Destination Hub	Destination	Empty Return Location	Haulage
Yantian, Shenzhen, Guangdong, China	Yantian Port	Yantian Port 22 Jul 2024, 12:00 CCT (Cargo Cutoff Date At First Full Hub)	Yantian, Shenzhen, Guangdong, China 04 Aug 2024, 22:01 CCT (Actual)	PSX XIN FEI ZHOU 096E (096E)	Long Beach, Los Angeles, California, United States 19 Aug 2024, 14:34 PDT (Actual)	BNSF - Alliance 03 Sep 2024, 04:06 CDT (Actual)	Durant, Bryan, Oklahoma, United States	BNSF - Alliance	CY/DOOR



NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-020

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: XIN FEI ZHOU / 096E

Ship on or about: August 04, 2024

Invoice Date.: July 13, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209361	110 EA	128.700/EA	14,157.000
SKU No.: 810715793	110 CTNS		
9FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
<u>Manufacturer Name & Address</u>			
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA			
Total:		(110 CTNS) 110	14,157.000
TOTAL (USD) DOLLARS : FOURTEEN THOUSAND ONE HUNDRED FIFTY-SEVEN ONLY.			

Consolidator(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
OOLU8747941/OOLJXX5076/40H

Container Stuffing Location(Full Name & Address)
YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI
WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED
LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
OOLU8747941/OOLJXX5076/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

GIFTREE CRAFTS COMPANY LIMITED

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-020

Sold To: DURANT DC, LLC
2306 ENTERPRISE DR
DURANT, OK 74701
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: XIN FEI ZHOU / 096E

Ship on or about: August 04, 2024

Invoice Date.: July 13, 2024

Delivery To: 2306 ENTERPRISE DR
DURANT, OK 74701
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LONG BEACH, CA

Destination: DURANT, OK

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95209361	110 EA	2,864.00	3,289.00	27.666	
SKU No.: 810715793	110 CTNS				
9FT WINDHAM TREE TWINKLING	No. of Pallet:				
HTS Code.: 9505102500					
Total:	(110 CTNS)	110	2,864.00	3,289.00	27.666

Consolidator(Full Name & Address)

YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
OOLU8747941/OOLJXX5076/40H

Container Stuffing Location(Full Name & Address)

YUSEN LOGISTICS (SHENZHEN) CO.,LTD. C/O CNBMI WAREHOUSE
CNBMI LOGISTICS CENTRE, ROAD 1, YANTIAN PORT BONDED LOGISTICS PARK (NORTH AREA),
NO.15 MINGZHU ROAD, YANTIAN
SHENZHEN , GUANGDONG
518083 CHINA
Container No./Seal/Size:
OOLU8747941/OOLJXX5076/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

Electronic Proof of Claim Confirmation: 3735-1-ZLWVU-670741705

Claim Electronically Submitted on (UTC) : 2024-10-04T13:53:04.802Z

Submitted by: GIFTREE CRAFTS COMPANY LIMITED
joepeng@giftree.net

Fill in this information to identify the case (Select only one Debtor per claim form):

Debtor: Big Lots Stores, LLC

Case Number: 24-11973

Modified Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense (other than a claim entitled to priority under 11 U.S.C. § 503(b)(9)). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>GIFTREE CRAFTS COMPANY LIMITED</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Address1: <u>King Tree Office, West F1.6th, Bldg 4, Feillette Industrial Park,</u> Address2: <u>No.88 Jiaoyu North Rd. Pingdi Town,</u> Address3: _____ Address4: _____ City: <u>Shenzhen</u> State: <u>Guang Dong</u> Postal Code: <u>518117</u> Country: <u>China</u> Contact phone: <u>+86-13823169463</u> Contact email: <u>joepeng@giftree.net</u>	Where should payments to the creditor be sent? (if different) Address1: _____ Address2: _____ Address3: _____ Address4: _____ City: _____ State: _____ Postal Code: _____ Country: _____ Contact phone: _____ Contact email: _____
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>918</u>	Filed on <u>09/19/2024</u> MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim?

\$ 378,453.53

Does this amount include interest or other charges?

☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

GOODS SOLD

9. Is all or part of the claim secured?

☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

- ☐ Fixed
☐ Variable

10. Is this claim based on a lease?

☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff?

☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☒ No

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Yes. Check one:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? ☐ No ☒ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ 268,522.39

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

HUA PENG 10/04/2024

Electronic Signature

Date

Name of the person who is completing and signing this claim

HUA PENG

Name

First name

Middle name

Last name

Title/Company

MANAGER / GIFTREE CRAFTS COMPANY LIMITED

Identify the corporate servicer as the company if the authorized agent is a servicer.

West Fl.6th, Bldg 4, Feillette Industrial Park,

Address

No.88 Jiaoyu North Rd. Pingdi Town,

Number

Street

Shenzhen

Guang Dong

518117

China

City

State

ZIP Code

Country

Contact phone

+86-13823169463

Email

joepeng@giftree.net

Additional Noticing Addresses (if provided):

Additional Address 1

Name:

Address1:

Address2:

Address3:

Address4:

City:

State:

Postal Code:

Country:

Contact Phone:

Contact Email:

Additional Address 2

Name:

Address1:

Address2:

Address3:

Address4:

City:

State:

Postal Code:

Country:

Contact Phone:

Contact Email:

Additional Supporting Documentation Provided



Yes



No

Attachment Filename:

DC890 PROOF DOCUMENTS OF CLAIM_BIG LOTS STORES LLC.pdf

PO/INVOICE STATEMENT

DC	CONSIGNEE	PO#	Order Amount	INVOICE#	INVOICE AMOUNT	FCR NO.	DATE OF FCR ISSUED	BILL OF LADING #	VESSEL /VOYAGE	BOOKING NUMBER	CONTAINER NO	AMOUNT PER CONTAINER	GOODS RECEIVED DAY AT FINAL DESTINATION	WITHIN 20 DAYS OF SEP. 9TH (Y/N)	SHIPPING LINE/CONTAINER TRACKING LINK
890	BIG LOTS STORES, LLC 4900 E. Dublin Granville Rd Columbus, OH 43081-7651 US Telephone: 614-278-6800 Fax: 614-278-6871	95209354	US\$299,125.40	PIN24-BLT-015	US\$91,575.00	CNS-SZP-2401253	07/16/2024	CMDUSHZ6411198	(CMDU) CMA CGM URAL V.0XR5TE1MA	SHZ6411198	FSCU7198371	US\$91,575.00	09/04/2024	Y	https://www.cma-cgm.com/ebusiness/tracking
										SHZ6411203	GCXU6139676		09/04/2024	Y	
										SHZ6411199	TGHU6409122		09/05/2024	Y	
				PIN24-BLT-017	US\$208,375.40	CNS-SZP-2401256	07/24/2024	CMDUSHZ6470064	(CMDU) TS MELBOURNE V.0WF1BE1MA	SHZ6470113	APZU4673821	US\$15,738.00	08/21/2024	Y	https://www.cma-cgm.com/ebusiness/tracking
										SHZ6470064	APZU4892054	US\$15,738.00	08/21/2024	Y	
										SHZ6470317	CAAU8154700	US\$30,548.50	08/21/2024	Y	
										SHZ6470312	CAAU8154911	US\$29,941.00	08/29/2024	Y	
										SHZ6470258	CAAU8170888	US\$29,941.00	08/14/2024	N	
										SHZ6470251	SELU4140948	US\$29,941.00	08/14/2024	N	
										SHZ6470345	SELU4142350	US\$35,006.40	08/29/2024	Y	
										SHZ6470126	TRLU8729341	US\$21,521.50	09/03/2024	Y	
		95209335	US\$133,105.41	PIN24-BLT-016	US\$133,105.41	CNS-SZP-2401255	07/16/2024	CMDUSHZ6470064	(CMDU) TS MELBOURNE V.0WF1BE1MA	SHZ6470116	TCLU4348250	US\$19,705.24	09/09/2024	NA	https://www.cma-cgm.com/ebusiness/tracking
										SHZ6470124	APZU4762831	US\$14,434.64	09/10/2024	NA	
										SHZ6470254	SELU4144115	US\$15,152.10	08/13/2024	N	
										SHZ6470123	APZU4790520	US\$14,434.64	08/14/2024	N	
										SHZ6470115	CMAU8240872	US\$20,462.40	09/09/2024	NA	
										SHZ6470252	SELU4142880	US\$15,152.10	08/21/2024	Y	
										SHZ6470125	CMAU8330050	US\$13,301.89	08/21/2024	Y	
										SHZ6470112	APZU4447845	US\$20,462.40	08/13/2024	N	

TOTAL:

US\$433,055.81

US\$433,055.81

Total Claim AMT: US\$378,453.53

Within 20days AMT: US\$268,522.39

REMARK:

- 1.Goods received day was determined when goods arrived at Big Lots DC according to the terms and conditions Point 2 on the purchase order. It said that Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer's DC or the location otherwise designated by Buyer in the PO.
- 2.Invoice#PIN24-BLT-016 has 8 containers in total, there are 3 containers(TCLU4348250, APZU4762831, CMAU8240872)delivered at DC after filing day so that we only claim for the rest 5 containers. The invoice breakdown for the 5 containers enclosed.

Attached below: PO, FCR, CONTAINER ARRIVED PROOF, INVOICE, INVOICE BREAKDOWN, PACKING LIST



PO # 95209354

Date Created 03/05/2024

Version: 0

Buyer: ROUNTREE, ELISA

Do Not Ship Before: 06/17/2024

Cancel if not Shipped by: 06/24/2024

Must be Routed by: 05/27/2024

Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC

Freight Terms: Collect

FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.

A complete list of requirements can be found on the Big Lots website

www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

COLUMBUS DC - #0890

BIG LOTS STORES, LLC

500 PHILLIPI RD

COLUMBUS OH 43228-9006

Telephone: 614-278-6800 Fax: 614-278-3809

BILL TO

BIG LOTS STORES, LLC

4900 E. Dublin Granville Rd

Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD

JOE PENG

NO 50 FAGANG DEVELOPMENT

SHENZHEN GUANGDONG

CHINA

Contact: JOE PENG

Telephone: 86-755-6122-6325 Fax 86-755-6122-6326

E-Mail: JOEPENG@GIFTREE.NET

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units	Retail	Vendor Cost	IMU
4,585	798,154.15	299,125.40	61.348

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods unadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209354

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810614468	N - 7.5FT CASH/HAR	0.00	CN	1		1,550	26.23	54,884.26	08/05/2024
36011	8147-H60723-01	LIT7FT&UP			1		1,550	9.18	154,984.50	
36011002	Winter Wonder Lane		H30					99.99	64.850	129.99
1	481061446806		SEA	3.333	A1					
360	810715824	Z - 7.5FT WINDHAM T	0.00	CN	1		1,383	82.50	139,655.34	08/05/2024
36011	8147-H59004-01	LIT7FT&UP			1		1,383	18.48	276,586.17	
36011002	Winter Wonder Lane		H30					199.99	49.920	399.00
2	481071582402		SEA	6.222	A1					
360	810715803	S - 7.5FT SHOWSHOE	0.00	CN	1		1,290	75.80	120,230.58	08/05/2024
36011	8147-H66753-01	LIT7FT&UP			1		1,290	17.40	257,987.10	
36011002	Winter Wonder Lane		H30					199.99	53.776	299.99
3	481071580309		SEA	5.890	A1					
360	810715793	GG - 9FT WINDHAM TR	0.00	CN	1		362	128.70	55,968.10	08/05/2024
36011	8147-H59003-02	LIT7FT&UP			1		362	25.91	108,596.38	
36011002	Winter Wonder Lane		H30					299.99	48.891	599.99
4	481071579303		SEA	8.507	A1					

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401253**

Maker/Supplier :	GIFTREE CRAFTS COMPANY LIMITED	
Buyer/Consignee :	BIG LOTS STORES, LLC 500 PHILLIPI RD, COLUMBUS, OH 43228, USA	
Shipment From :	SHENZHEN	To : COLUMBUS, OH

Maker/Supplier's INVOICE No. PIN24-BLT-015
Dated: July 12, 2024
Date of Receipt of Cargo July 09, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRA Y 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL
SAID TO CONTAIN

FSCU7198371	SEAL#	R6708443	40H	DRY
GCXU6139676	SEAL#	R6708590	40H	DRY
TGHU6409122	SEAL#	R6702879	40H	DRY

ARTIFICIAL XMAS TREE
PO#95209354
1110PCS/1110CTNS
HS CODE:9505100090


SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL.

1,110 CARTONS	195.540 CBM	21,756.00 KGS
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TOTAL : ONE THOUSAND ONE HUNDRED TEN (1,110) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "CMA CGM URAL" VOY NO. 0XR5TE1MA DISCHARGED AT NORFOLK, VA
SAILING ON / ABOUT July 23, 2024. CARGO RECEIVED ON July 9, 2024.

<p>THIS IS NOT A DOCUMENT OF TITLE</p>	<p>SHENZHEN July 16, 2024</p>
<p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p>	<p>(Place and date of issue.)</p> <p>YUSEN LOGISTICS</p> <p><i>For and on behalf of</i> Yusen Logistics (Shenzhen) Co., Ltd.</p> <p> Authorized Signature(s)</p> <p>(Authorized Signature) VI</p>

Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1. In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2. Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3. Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. **LIABILITY AND LIMITATIONS**
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. **INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. **WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. **DECLARED VALUE**
- 9.1 Company shall not be obligated to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. **SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. **LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. **RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. **NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. **TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. **NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. **GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Tracking details

EMPTY IN DEPOT



 GCXU6139676 45 G1

- RECEIPT

PORT Yantian, CH

PORT Norfolk, Va, US

DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 08:30

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Monday, 08-JUL-2024 🕒 22:50	EMPTY TO SHIPPER	YANTIAN		
Tuesday, 09-JUL-2024 🕒 18:43	READY TO BE LOADED	YANTIAN		
Wednesday, 24-JUL-2024 🕒 12:08	LOADED ON BOARD	YANTIAN	CMA CGM URAL	0XR5TE1MA
Wednesday, 24-JUL-2024 🕒 15:47	VESSEL DEPARTURE	YANTIAN	CMA CGM URAL	0XR5TE1MA
Friday, 30-AUG-2024 🕒 11:12	VESSEL ARRIVAL	NORFOLK, VA	CMA CGM URAL	0XR5UW1MA
Friday, 30-AUG-2024 🕒 19:37	DISCHARGED	NORFOLK, VA	CMA CGM URAL	0XR5UW1MA
Saturday, 31-AUG-2024 🕒 09:55	FULL LOAD ON RAIL FOR IMPORT	NORFOLK, VA		
Saturday, 31-AUG-2024 🕒 23:40	CONTAINER IN TRANSIT FOR IMPORT	NORFOLK, VA		
Monday, 02-SEP-2024 🕒 17:14	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Tuesday, 03-SEP-2024 🕒 18:13	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Tuesday, 03-SEP-2024 🕒 19:20	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Wednesday, 04-SEP-2024 🕒 08:59	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Friday, 06-SEP-2024 🕒 14:32	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT



 FSCU7198371 45 G1

- RECEIPT
- PORT Yantian, CH
- PORT Norfolk, Va, US
- DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 08:28

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Monday, 08-JUL-2024 🕒 20:21	EMPTY TO SHIPPER	YANTIAN		
Tuesday, 09-JUL-2024 🕒 11:55	READY TO BE LOADED	YANTIAN		
Wednesday, 24-JUL-2024 🕒 09:10	LOADED ON BOARD	YANTIAN	CMA CGM URAL	0XR5TE1MA
Wednesday, 24-JUL-2024 🕒 15:47	VESSEL DEPARTURE	YANTIAN	CMA CGM URAL	0XR5TE1MA
Friday, 30-AUG-2024 🕒 11:12	VESSEL ARRIVAL	NORFOLK, VA	CMA CGM URAL	0XR5UW1MA
Friday, 30-AUG-2024 🕒 15:31	DISCHARGED	NORFOLK, VA	CMA CGM URAL	0XR5UW1MA
Saturday, 31-AUG-2024 🕒 10:02	FULL LOAD ON RAIL FOR IMPORT	NORFOLK, VA		
Saturday, 31-AUG-2024 🕒 23:40	CONTAINER IN TRANSIT FOR IMPORT	NORFOLK, VA		
Monday, 02-SEP-2024 🕒 17:14	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Tuesday, 03-SEP-2024 🕒 18:14	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Tuesday, 03-SEP-2024 🕒 19:20	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Wednesday, 04-SEP-2024 🕒 12:37	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Wednesday, 04-SEP-2024 🕒 12:39	FULL AT CONSIGNEE'S PREMISES	COLUMBUS, OH		
Friday, 06-SEP-2024 🕒 17:15	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT



 TGHU6409122 • 45 G1

- RECEIPT

PORT Yantian, CH

PORT Norfolk, Va, US

DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 08:29

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 Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Monday, 08-JUL-2024 🕒 18:52	EMPTY TO SHIPPER	YANTIAN		
Tuesday, 09-JUL-2024 🕒 13:58	READY TO BE LOADED	YANTIAN		
Wednesday, 24-JUL-2024 🕒 08:48	LOADED ON BOARD	YANTIAN	CMA CGM URAL	0XR5TE1MA
Wednesday, 24-JUL-2024 🕒 15:47	VESSEL DEPARTURE	YANTIAN	CMA CGM URAL	0XR5TE1MA
Friday, 30-AUG-2024 🕒 11:12	VESSEL ARRIVAL	NORFOLK, VA	CMA CGM URAL	0XR5UW1MA
Friday, 30-AUG-2024 🕒 16:21	DISCHARGED	NORFOLK, VA	CMA CGM URAL	0XR5UW1MA
Saturday, 31-AUG-2024 🕒 13:41	FULL LOAD ON RAIL FOR IMPORT	NORFOLK, VA		
Saturday, 31-AUG-2024 🕒 23:40	CONTAINER IN TRANSIT FOR IMPORT	NORFOLK, VA		
Monday, 02-SEP-2024 🕒 17:14	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Wednesday, 04-SEP-2024 🕒 14:01	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Wednesday, 04-SEP-2024 🕒 15:20	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Thursday, 05-SEP-2024 🕒 07:38	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Thursday, 05-SEP-2024 🕒 07:39	FULL AT CONSIGNEE'S PREMISES	COLUMBUS, OH		
Friday, 06-SEP-2024 🕒 16:26	EMPTY IN DEPOT	COLUMBUS, OH		

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-015

Sold To: BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: CMA CGM URAL / 0XR5TE1MA

Ship on or about: July 24, 2024

Invoice Date.: July 12, 2024

Delivery To: 500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: NORFOLK, VA

Destination: COLUMBUS, OH

Container Number (Factory Load) : FSCU7198371, GCXU6139676, TGHU6409122

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209354	1,110 EA	82.500/EA	91,575.000
SKU No.: 810715824	1,110 CTNS		
7.5FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
<u>Manufacturer Name & Address</u> KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA			
Total:		(1,110 CTNS) 1,110	91,575.000
TOTAL (USD) DOLLARS : NINETY-ONE THOUSAND FIVE HUNDRED SEVENTY-FIVE ONLY.			

Consolidator(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
FSCU7198371/R6708443/40H
GCXU6139676/R6708590/40H
TGHU6409122/R6702879/40H

Container Stuffing Location(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
FSCU7198371/R6708443/40H
GCXU6139676/R6708590/40H
TGHU6409122/R6702879/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-015

Sold To: BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: CMA CGM URAL / 0XR5TE1MA

Ship on or about: July 24, 2024

Invoice Date.: July 12, 2024

Delivery To: 500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: NORFOLK, VA

Destination: COLUMBUS, OH

Container Number (Factory Load) : FSCU7198371, GCXU6139676, TGHU6409122

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95209354	1,110 EA	19,457.00	21,756.00	195.540
SKU No.: 810715824	1,110 CTNS			
7.5FT WINDHAM TREE TWINKLING	No. of Pallet:			
HTS Code.: 9505102500				
Total:	(1,110 CTNS)	1,110	19,457.00	21,756.00
				195.540

Consolidator(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
FSCU7198371/R6708443/40H
GCXU6139676/R6708590/40H
TGHU6409122/R6702879/40H

Container Stuffing Location(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
FSCU7198371/R6708443/40H
GCXU6139676/R6708590/40H
TGHU6409122/R6702879/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401256**

Maker/Supplier : **GIFTREE CRAFTS COMPANY LIMITED**

Buyer/Consignee : **BIG LOTS STORES, LLC**
500 PHILLIPI RD, COLUMBUS, OH 43228, USA

Shipment From : **SHENZHEN** To : **COLUMBUS, OH**

Maker/Supplier's INVOICE No.
PIN24-BLT-017

Dated: **July 12, 2024**

Date of Receipt of Cargo
July 10, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
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**PLEASE REFER TO ATTACHED
SHEET (S) .**

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAI 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM


CY-CY

3,485 CARTONS **498.460 CBM** **51,980.10 KGS**

**TOTAL : THREE THOUSAND FOUR HUNDRED EIGHTY-FIVE (3,485)
CARTONS ONLY**

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TS MELBOURNE" VOY NO. 0WF1BE1MA DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT July 15, 2024. CARGO RECEIVED ON July 10, 2024.

THIS IS NOT A DOCUMENT OF TITLE		SHENZHEN July 24, 2024	
<p>The Goods and instructions are accepted and dealt with subject to the YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.</p> <p>No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1 (Terms and conditions are to be continued to the reverse side hereof.)</p>		(Place and date of issue.) YUSEN LOGISTICS	
		<i>For and on behalf of</i> Yusen Logistics (Shenzhen) Co., Ltd.	
		 Authorized Signature(s)	
		(Authorized Signature)	As Agent V1

V1

FCR No. CNS-SZP-2401256

Attachment Page 1/1

Shipping Mark

BIG LOTS

STORES

PO#

SKU#

DEPT# 360

MADE IN CHINA

Description of Goods

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

APZU4673821	SEAL# R6587159	40'	DRY
APZU4892054	SEAL# R6587176	40'	DRY
CAAU8154700	SEAL# R6578464	40H	DRY
CAAU8154911	SEAL# R6578466	40H	DRY
CAAU8170888	SEAL# R6578490	40H	DRY
SELU4140948	SEAL# R6587106	40H	DRY
SELU4142350	SEAL# R6587122	40H	DRY
TRLU8729341	SEAL# R6578452	40'	DRY

ARTIFICIAL XMAS TREE

PO#95209354

3485PCS/3485CTNS

HS CODE: 9505100090

SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH

SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING MATERIAL

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- a) By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
- b) By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
- c) The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
- d) The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
- e) The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
- f) Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
- g) Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
- i) Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
- i) The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
- ii) The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
- j) Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
- k) Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
- l) Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. LIABILITY AND LIMITATIONS
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- a) A force majeure event;
- b) Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
- c) Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
- d) Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- a) The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
- b) Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. INDEMNITY
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of or in connection with the Services, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.
8. WAREHOUSING
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. DECLARED VALUE
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. LIEN, DISPOSAL OF GOODS, ETC.
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. RATES AND CHARGES
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. NOTICE OF CLAIM
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- a) In the case of damage to goods, the date of delivery of cargoes;
- b) In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
- c) In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. TIME BAR
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. GOVERNING LAW
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Tracking details

EMPTY IN DEPOT




 **APZU4673821** • 42 G1

- RECEIPT
- PORT Yantian, CH
- PORT Los Angeles, Ca, US
- DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:26

 Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Tuesday, 09-JUL-2024 🕒 14:59	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 🕒 02:06	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 10:13	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 04-AUG-2024 🕒 16:52	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 11-AUG-2024 🕒 21:16	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Sunday, 11-AUG-2024 🕒 21:17	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Monday, 19-AUG-2024 🕒 20:00	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Tuesday, 20-AUG-2024 🕒 12:46	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Tuesday, 20-AUG-2024 🕒 14:01	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Wednesday, 21-AUG-2024 🕒 11:45	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Thursday, 22-AUG-2024 🕒 15:31	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT




 **APZU4892054** • 42 G1

- RECEIPT
- PORT Yantian, CH
- PORT Los Angeles, Ca, US
- DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:26

 Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Tuesday, 09-JUL-2024 🕒 15:30	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 🕒 02:27	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 12:34	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 04-AUG-2024 🕒 17:02	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 11-AUG-2024 🕒 21:06	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Sunday, 11-AUG-2024 🕒 21:07	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Monday, 19-AUG-2024 🕒 20:00	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Tuesday, 20-AUG-2024 🕒 12:56	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Tuesday, 20-AUG-2024 🕒 14:01	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Wednesday, 21-AUG-2024 🕒 10:58	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Thursday, 22-AUG-2024 🕒 14:45	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT



CAAU8154700 45 G1

- RECEIPT
- PORT Yantian, CH
- PORT Los Angeles, Ca, US
- DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:24

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Wednesday, 10-JUL-2024 03:09	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 18:32	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 13:35	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 04-AUG-2024 10:30	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 11-AUG-2024 21:23	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Sunday, 11-AUG-2024 21:24	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Monday, 19-AUG-2024 20:00	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Tuesday, 20-AUG-2024 11:55	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Tuesday, 20-AUG-2024 13:01	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Wednesday, 21-AUG-2024 11:02	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Thursday, 22-AUG-2024 16:27	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT



CAAU8154911 45 G1

- RECEIPT
- PORT Yantian, CH
- PORT Los Angeles, Ca, US
- DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:23

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Wednesday, 10-JUL-2024 🕒 03:15	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 🕒 19:12	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 11:12	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 04-AUG-2024 🕒 19:14	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Wednesday, 21-AUG-2024 🕒 11:18	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Wednesday, 21-AUG-2024 🕒 11:19	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Tuesday, 27-AUG-2024 🕒 08:25	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Wednesday, 28-AUG-2024 🕒 18:13	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Wednesday, 28-AUG-2024 🕒 19:20	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Thursday, 29-AUG-2024 🕒 14:49	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Friday, 30-AUG-2024 🕒 13:39	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT



CAAU8170888 45 G1

- RECEIPT
- PORT Yantian, CH
- PORT Los Angeles, Ca, US
- DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:27

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Tuesday, 09-JUL-2024 🕒 21:42	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 🕒 14:37	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 13:17	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 04-AUG-2024 🕒 09:41	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Tuesday, 06-AUG-2024 🕒 19:22	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Tuesday, 06-AUG-2024 🕒 19:23	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Tuesday, 13-AUG-2024 🕒 07:47	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Tuesday, 13-AUG-2024 🕒 13:43	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Tuesday, 13-AUG-2024 🕒 15:01	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Wednesday, 14-AUG-2024 🕒 07:53	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Thursday, 15-AUG-2024 🕒 11:32	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT



 SELU4140948 45 G1

- RECEIPT

PORT Yantian, CH


PORT Los Angeles, Ca, US

DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:27

 Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Tuesday, 09-JUL-2024 🕒 17:54	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 🕒 14:39	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 14:40	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 04-AUG-2024 🕒 10:00	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Tuesday, 06-AUG-2024 🕒 19:16	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Tuesday, 06-AUG-2024 🕒 19:17	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Tuesday, 13-AUG-2024 🕒 07:47	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Tuesday, 13-AUG-2024 🕒 13:38	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Tuesday, 13-AUG-2024 🕒 15:01	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Wednesday, 14-AUG-2024 🕒 07:22	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Friday, 16-AUG-2024 🕒 06:58	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT



SELU4142350 45 G1

- RECEIPT
- PORT Yantian, CH
- PORT Los Angeles, Ca, US
- DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:23

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Tuesday, 09-JUL-2024 🕒 16:22	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 🕒 01:45	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 10:50	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 04-AUG-2024 🕒 19:09	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Wednesday, 21-AUG-2024 🕒 11:18	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Wednesday, 21-AUG-2024 🕒 11:19	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Tuesday, 27-AUG-2024 🕒 08:25	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Wednesday, 28-AUG-2024 🕒 18:16	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Wednesday, 28-AUG-2024 🕒 19:20	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Thursday, 29-AUG-2024 🕒 09:48	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Friday, 30-AUG-2024 🕒 11:16	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT



TRLU8729341 42 G1

- RECEIPT
- PORT Yantian, CH
- PORT Los Angeles, Ca, US
- DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:22

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Wednesday, 10-JUL-2024 🕒 03:22	EMPTY TO SHIPPER	YANTIAN		
Thursday, 11-JUL-2024 🕒 03:08	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 06:59	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 04-AUG-2024 🕒 19:57	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Wednesday, 21-AUG-2024 🕒 10:48	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Wednesday, 21-AUG-2024 🕒 10:49	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Tuesday, 27-AUG-2024 🕒 08:25	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Saturday, 31-AUG-2024 🕒 06:47	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Saturday, 31-AUG-2024 🕒 08:01	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Tuesday, 03-SEP-2024 🕒 11:23	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Thursday, 05-SEP-2024 🕒 15:53	EMPTY IN DEPOT	COLUMBUS, OH		

GIFTREE CRAFTS COMPANY LIMITED

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-017

Sold To: BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: TS MELBOURNE / 0WF1BE1MA

Ship on or about: July 14, 2024

Invoice Date.: July 12, 2024

Delivery To: 500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LOS ANGELES, CA

Destination: COLUMBUS, OH

Container Number (Factory Load) : APZU4673821, APZU4892054, CAAU8154700, CAAU8154911, CAAU8170888, SELU4140948, SELU4142350, TRLU8729341

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209354	1,550 EA	26.230/EA	40,656.500
SKU No.: 810614468	1,550 CTNS		
7.5FT CASH/HARD NEEDLE PENCIL TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209354	362 EA	128.700/EA	46,589.400
SKU No.: 810715793	362 CTNS		
9FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209354	1,290 EA	75.800/EA	97,782.000
SKU No.: 810715803	1,290 CTNS		
7.5FT SHOWSHOE TREE GLITTER	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209354	283 EA	82.500/EA	23,347.500
SKU No.: 810715824	283 CTNS		
7.5FT WINDHAM TREE TWINKLING	No. of Pallet:		
HTS Code.: 9505102500			
<div>Manufacturer Name & Address</div> <div>KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA</div>			
Total:		(3,485 CTNS) 3,485	208,375.400
TOTAL (USD) DOLLARS : TWO HUNDRED EIGHT THOUSAND THREE HUNDRED SEVENTY-FIVE AND CENTS FORTY ONLY.			

Page 384 of 410

Case 24-11967-JKS Doc 1584-2 Filed 01/06/25 Page 392 of 422

Consolidator(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
APZU4673821/R6587159/40'
APZU4892054/R6587176/40'
CAAU8154700/R6578464/40H
CAAU8154911/R6578466/40H
CAAU8170888/R6578490/40H
SELU4140948/R6587106/40H
SELU4142350/R6587122/40H
TRLU8729341/R6578452/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

Page 384 of 410

Case 24-11967-JKS Doc 1584-2 Filed 01/06/25 Page 392 of 422

Container Stuffing Location(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU,
CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
APZU4673821/R6587159/40'
APZU4892054/R6587176/40'
CAAU8154700/R6578464/40H
CAAU8154911/R6578466/40H
CAAU8170888/R6578490/40H
SELU4140948/R6587106/40H
SELU4142350/R6587122/40H
TRLU8729341/R6578452/40'

INVOICE BREAKDOWN

PO# 95209354

INVOICE No.:PIN24-8147-017

SKU#	MFG#	DESCRIPTION	QTY(PCS)	CTN NO.	UNIT PRICE	UNIT	AMOUNT
CONTAINER #: APZU4892054 SEAL #: R6587176							
810614468	8147-H60723-01	N-7.5FT CASH/HAR LIT 7FT&UP	600	600	US\$26.23	PCS	US\$15,738.00
SUB-TOTAL			600	600	US\$15,738.00		
CONTAINER #: APZU4673821 SEAL #: R6587159							
810614468	8147-H60723-01	N-7.5FT CASH/HAR LIT 7FT&UP	600	600	US\$26.23	PCS	US\$15,738.00
SUB-TOTAL			600	600	US\$15,738.00		
CONTAINER #: TRLU8729341 SEAL #: R6578452							
810614468	8147-H60723-01	N-7.5FT CASH/HAR LIT 7FT&UP	350	350	US\$26.23	PCS	US\$9,180.50
810715803	8147-H66753-01	S-7.5FT SHOWSHOE LIT 7FT&UP	10	10	US\$75.80	PCS	US\$758.00
810715793	8147-H59003-02	GG-9FT WINDHAM TR LIT 7FT&UP	90	90	US\$128.70	PCS	US\$11,583.00
SUB-TOTAL			450	450	US\$21,521.50		
CONTAINER #: SELU4140948 SEAL #: R6587106							
810715803	8147-H66753-01	S-7.5FT SHOWSHOE LIT 7FT&UP	395	395	US\$75.80	PCS	US\$29,941.00
SUB-TOTAL			395	395	US\$29,941.00		
CONTAINER #: CAAU8170888 SEAL #: R6578490							
810715803	8147-H66753-01	S-7.5FT SHOWSHOE LIT 7FT&UP	395	395	US\$75.80	PCS	US\$29,941.00
SUB-TOTAL			395	395	US\$29,941.00		
CONTAINER #: CAAU8154911 SEAL #: R6578466							
810715803	8147-H66753-01	S-7.5FT SHOWSHOE LIT 7FT&UP	395	395	US\$75.80	PCS	US\$29,941.00
SUB-TOTAL			395	395	US\$29,941.00		
CONTAINER #: CAAU8154700 SEAL #: R6578464							
810715803	8147-H66753-01	S-7.5FT SHOWSHOE LIT 7FT&UP	95	95	US\$75.80	PCS	US\$7,201.00
810715824	8147-H59004-01	Z-7.5FT WINDHAM T LIT 7FT&UP	283	283	US\$82.50	PCS	US\$23,347.50
SUB-TOTAL			378	378	US\$30,548.50		
CONTAINER #: SELU4142350 SEAL #: R6587122							
810715793	8147-H59003-02	GG-9FT WINDHAM TR LIT 7FT&UP	272	272	US\$128.70	PCS	US\$35,006.40
SUB-TOTAL			272	272	US\$35,006.40		
G-TOTAL:			3485	3485	US\$208,375.40		

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-017

Sold To: BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: TS MELBOURNE / 0WF1BE1MA

Ship on or about: July 14, 2024

Invoice Date.: July 12, 2024

Delivery To: 500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LOS ANGELES, CA

Destination: COLUMBUS, OH

Container Number (Factory Load) : APZU4673821, APZU4892054, CAAU8154700, CAAU8154911, CAAU8170888, SELU4140948, SELU4142350, TRLU8729341

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95209354	1,550 EA	12,764.00	13,330.00	146.290	
SKU No.: 810614468	1,550 CTNS				
7.5FT CASH/HARD NEEDLE PENCIL TREE	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209354	362 EA	10,467.00	11,366.80	87.190	
SKU No.: 810715793	362 CTNS				
9FT WINDHAM TREE TWINKLING	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209354	1,290 EA	20,467.00	21,736.50	215.120	
SKU No.: 810715803	1,290 CTNS				
7.5FT SHOWSHOE TREE GLITTER	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209354	283 EA	4,972.00	5,546.80	49.860	
SKU No.: 810715824	283 CTNS				
7.5FT WINDHAM TREE TWINKLING	No. of Pallet:				
HTS Code.: 9505102500					
Total:	(3,485 CTNS)	3,485	48,670.00	51,980.10	498.460

Consolidator(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD

Container Stuffing Location(Full Name & Address)
KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD

HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
APZU4673821/R6587159/40'
APZU4892054/R6587176/40'
CAAU8154700/R6578464/40H
CAAU8154911/R6578466/40H
CAAU8170888/R6578490/40H
SELU4140948/R6587106/40H
SELU4142350/R6587122/40H
TRLU8729341/R6578452/40'

HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
APZU4673821/R6587159/40'
APZU4892054/R6587176/40'
CAAU8154700/R6578464/40H
CAAU8154911/R6578466/40H
CAAU8170888/R6578490/40H
SELU4140948/R6587106/40H
SELU4142350/R6587122/40H
TRLU8729341/R6578452/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA



PO # 95209335

Date Created 03/05/2024
Version: 5
Buyer: ROUNTREE, ELISA
Do Not Ship Before: 06/17/2024
Cancel if not Shipped by: 06/24/2024
Must be Routed by: 05/27/2024
Payment Terms: Wire Transfer + 60 Days Upon Receipt in DC
Freight Terms: Collect
FOB: YANTIAN , CN

See attached Terms and Conditions for additional Big Lots requirements.
A complete list of requirements can be found on the Big Lots website
www.biglots.com/corporate/vendors

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO

COLUMBUS DC - #0890
BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS OH 43228-9006

Telephone: 614-278-6800 Fax: 614-278-3809

BILL TO

BIG LOTS STORES, LLC
4900 E. Dublin Granville Rd
Columbus, OH 43081-7651 US

Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 1008980

GIFTREE CRAFTS CO LTD
JOE PENG
NO 50 FAGANG DEVELOPMENT
SHENZHEN GUANGDONG
CHINA

Contact:
Telephone: Fax
E-Mail:

ADDITIONAL COMMENTS

Vendor Signature _____

Signee's Name _____

Title _____

Date _____

Units

Retail

Vendor Cost

IMU

4,452

431,415.48

133,105.41

65.241

OFFICE-COPY



These Purchase Order Terms and Conditions (these “Terms & Conditions”) are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer’s Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer’s vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the “PO Terms”). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

Definitions

“Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. “Control,” including the terms “controlling,” “controlled by” and “under common control with,” for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

“Buyer” means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

“Buyer’s Vendor Resource Website” means the site located at www.biglots.com/corporate/vendors.

“Goods” means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

“Purchase Order” or “PO” means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange (“EDI”), or otherwise.

“Ship”, “Shipped”, “Shipping”, or “Shipment” means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

“Vendor” means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

“Vendor Manual” means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer’s Vendor Resource Website and clicking “Routing and Compliance,” or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance.

1. Purchase Order. Buyer’s commitment to purchase Goods arises only upon Buyer’s issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a “DC”). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading (“BOL”), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer’s DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer’s inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer’s inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer’s right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor’s representations, warranties or covenants, or any of Buyer’s rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer’s cancellation for convenience, Buyer’s liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the “cancel if not shipped by date” in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor’s expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor’s cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer’s rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits (“Return Costs”). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer’s and its Affiliates’ names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer’s trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer’s guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer’s prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor’s indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer’s requirements. In addition, following Buyer’s receipt of any demand, claim or action that may give rise to Buyer’s right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer’s sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to www.biglots.com/corporate/vendors/routing-and-compliance. The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.



OFFICE-COPY

PO#: 95209335

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Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

360	810475687	D - 5FT CUPID CASHM	0.00	CN	1		1,509	20.68	43,138.08	08/05/2024
36011	8147-H47709-02	URNS			1		1,509	7.91	105,614.91	
36011005	Winter Wonder Lane		030					69.99	59.451	
1	481047568706		SEA	2.903	XX					
360	810569946	F - 6.5FT BLITZEN F	0.00	CN	1		1,419	29.71	59,468.02	08/05/2024
36011	8147-H54452-04	URNS			1		1,419	12.20	127,695.81	
36011005	Winter Wonder Lane		030					89.99	53.760	149.00
2	481056994602		SEA	4.510	A1					
360	810569935	PP - 6.5FT GRAND RA	0.00	CN	1		1,524	39.20	76,593.19	08/05/2024
36011	8147-H71010-01	LIT6-6.5FT			1		1,524	11.06	198,104.76	
36011003	Winter Wonder Lane		030					129.99	61.639	223.63
3	481056993506		SEA	3.890	A1					

Yusen Logistics - Yusen Logistics

Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. **CNS-SZP-2401255**

Maker/Supplier : **GIFTREE CRAFTS COMPANY LIMITED**

Buyer/Consignee : **BIG LOTS STORES, LLC**
500 PHILLIPI RD, COLUMBUS, OH 43228, USA

Shipment From : **SHENZHEN** To: **COLUMBUS, OH**

Maker/Supplier's INVOICE No.
PIN24-BLT-016

Dated: **July 12, 2024**

Date of Receipt of Cargo
July 10, 2024

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

PLEASE REFER TO ATTACHED
SHEET(S) .

NOTIFY PARTY: GEODIS
5101 S. BROAD STREET
PHILADELPHIA, PA 19112-1404, U.S.A.
ATTN: ALENA LAMINA

ALSO NOTIFY: EDRAY 2020 LLC.
1300 SOUTH MINT STREET SUITE 200
CHARLOTTE NC 28203 USA
TEL: 704-593-6329
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

4,452 CARTONS

473.100 CBM

38,933.01 KGS

TOTAL : FOUR THOUSAND FOUR HUNDRED FIFTY-TWO (4,452) CARTONS
ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "TS MELBOURNE" VOY NO. 0WF1BE1MA DISCHARGED AT LOS ANGELES, CA
SAILING ON / ABOUT July 15, 2024. CARGO RECEIVED ON July 10, 2024.

THIS IS NOT A DOCUMENT OF TITLE

The Goods and instructions are accepted and dealt with subject to the **YUSEN LOGISTICS GLOBAL MANAGEMENT LIMITED** Standard Trading Conditions printed reverse side. Forwarding instructions can only be cancelled or altered if the original of this document is surrendered to the Company and then only provided the Company is still in a position to comply with such cancellation or alteration. Instructions authorizing disposal by a third party can only be cancelled or altered if the original of this document is surrendered to the Company, and then only provided the Company have not yet received instructions under the original authority. The Company does not act as Carrier but a forwarding agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1
(Terms and conditions are to be continued to the reverse side hereof.)

SHENZHEN

July 16, 2024

(Place and date of issue.)

YUSEN LOGISTICS

For and on behalf of
Yusen Logistics (Shenzhen) Co., Ltd.

[Signature]

As Agent

(Authorized Signature)

V1

Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics

V1

FCR No. CNS-SZP-2401255

Attachment Page 1/1

Shipping Mark

BIG LOTS

STORES

PO#

SKU#

DEPT# 360

MADE IN CHINA

Description of Goods

SHIPPER'S LOAD, COUNT AND SEAL

SAID TO CONTAIN

TCLU4348250	SEAL# R6578441	40'	DRY
APZU4762831	SEAL# R6578485	40'	DRY
SELU4144115	SEAL# R2172451	40H	DRY
APZU4790520	SEAL# R6587177	40'	DRY
CMAU8240872	SEAL# R6578429	40'	DRY
SELU4142880	SEAL# R2172478	40H	DRY
CMAU8330050	SEAL# R6578424	40'	DRY
APZU4447845	SEAL# R6587174	40'	DRY

ARTIFICIAL XMAS TREE

PO#95209335

4452PCS/4452CTNS

HS CODE: 9505100090

SHIP TO CODE & LOCATION : 00890-COLUMBUS, OH

SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING
MATERIAL

1. DEFINITIONS

- 1.1. "Company" means Yusen Logistics Global Management Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire undertakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' Instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relate s and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefo re, whether in tort, bailment, or otherwise.

3. SHIPPER'S WARRANTIES

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
 - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
 - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
 - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
 - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
 - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
 - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS. Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
 - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tilts, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
 - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
 - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and completely packed or loaded in or on the transport unit.
 - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
 - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to, Shipper's Instructions.
 - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

4. DANGEROUS GOODS

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

5. COMPANY'S AUTHORITY

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obliged to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obliged) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.
6. **LIABILITY AND LIMITATIONS**
- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST COMPANY: (A) FOR CARGO LOSS, DAMAGE, OR DELAY, EXCEPT TO THE EXTENT SHIPPER CAN PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 6.2 Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3 Liability for Loss or Damage to Cargoes – Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

- A force majeure event;
 - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
 - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
 - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
 - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability – Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.
7. **INDEMNITY**
- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Ship per's Instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefitting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub -contractors.
8. **WAREHOUSING**
- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.
9. **DECLARED VALUE**
- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's Instructions to Company to make any such declaration.
10. **SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**
- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.
11. **LIEN, DISPOSAL OF GOODS, ETC.**
- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes.
- 11.3 Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.
12. **RATES AND CHARGES**
- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set -off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.
13. **NOTICE OF CLAIM**
- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- In the case of damage to goods, the date of delivery of cargoes;
 - In the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
 - In any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.
14. **TIME BAR**
- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).
15. **NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**
- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.
16. **GOVERNING LAW**
- 16.1 These Conditions and any act or contract to which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

Tracking details

EMPTY IN DEPOT



TCLU4348250 • 42 G1

- RECEIPT
- PORT Yantian, CH
- PORT Los Angeles, Ca, US
- DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:21

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Tuesday, 09-JUL-2024 🕒 22:35	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 🕒 18:22	READY TO BE LOADED	YANTIAN		
Saturday, 13-JUL-2024 🕒 22:09	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Monday, 05-AUG-2024 🕒 10:39	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Saturday, 31-AUG-2024 🕒 12:05	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Saturday, 31-AUG-2024 🕒 12:06	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Saturday, 07-SEP-2024 🕒 23:46	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Sunday, 08-SEP-2024 🕒 01:01	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Monday, 09-SEP-2024 🕒 10:40	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Wednesday, 11-SEP-2024 🕒 17:57	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT




 **APZU4762831** 42 G1

- RECEIPT
- PORT Yantian, CH
- PORT Los Angeles, Ca, US
- DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:20

 Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Tuesday, 09-JUL-2024 🕒 23:29	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 🕒 19:10	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 14:55	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 04-AUG-2024 🕒 18:23	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Saturday, 31-AUG-2024 🕒 10:14	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Saturday, 31-AUG-2024 🕒 10:15	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Saturday, 07-SEP-2024 🕒 12:59	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Sunday, 08-SEP-2024 🕒 08:55	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Sunday, 08-SEP-2024 🕒 10:01	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Tuesday, 10-SEP-2024 🕒 12:32	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Thursday, 12-SEP-2024 🕒 10:16	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT



 SELU4144115 45 G1

- RECEIPT
- PORT Yantian, CH
- PORT Los Angeles, Ca, US
- DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:28

Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Tuesday, 09-JUL-2024 🕒 23:14	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 🕒 19:03	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 14:28	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 04-AUG-2024 🕒 09:43	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Tuesday, 06-AUG-2024 🕒 19:19	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Tuesday, 06-AUG-2024 🕒 19:20	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Tuesday, 13-AUG-2024 🕒 07:47	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Tuesday, 13-AUG-2024 🕒 12:20	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Tuesday, 13-AUG-2024 🕒 13:40	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Tuesday, 13-AUG-2024 🕒 17:06	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Thursday, 15-AUG-2024 🕒 10:29	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT



 APZU4790520 42 G1

- RECEIPT

PORT Yantian, CH


PORT Los Angeles, Ca, US

DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:29

 Times reflected are local Times
Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Tuesday, 09-JUL-2024 🕒 15:18	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 🕒 04:33	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 15:23	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 04-AUG-2024 🕒 10:13	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Tuesday, 06-AUG-2024 🕒 19:12	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Tuesday, 06-AUG-2024 🕒 19:13	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Tuesday, 13-AUG-2024 🕒 07:47	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Tuesday, 13-AUG-2024 🕒 13:42	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Tuesday, 13-AUG-2024 🕒 15:01	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Wednesday, 14-AUG-2024 🕒 07:43	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Thursday, 15-AUG-2024 🕒 10:12	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT



 CMAU8240872 • 42 G1

- RECEIPT

PORT Yantian, CH

PORT Los Angeles, Ca, US

DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

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Friday 27-SEP-2024 at 09:20

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Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Wednesday, 10-JUL-2024 🕒 06:19	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 🕒 15:54	READY TO BE LOADED	YANTIAN		
Saturday, 13-JUL-2024 🕒 22:05	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Monday, 05-AUG-2024 🕒 10:44	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Saturday, 31-AUG-2024 🕒 12:08	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Saturday, 31-AUG-2024 🕒 12:09	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Saturday, 07-SEP-2024 🕒 23:49	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Sunday, 08-SEP-2024 🕒 01:01	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Monday, 09-SEP-2024 🕒 08:40	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Thursday, 12-SEP-2024 🕒 15:04	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT



 SELU4142880

45 G1

- RECEIPT
- PORT Yantian, CH
- PORT Los Angeles, Ca, US
- DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:25

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Provisional moves are given for
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warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Tuesday, 09-JUL-2024 🕒 19:56	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 🕒 14:59	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 14:32	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 04-AUG-2024 🕒 10:18	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 11-AUG-2024 🕒 21:31	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Sunday, 11-AUG-2024 🕒 21:32	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Monday, 19-AUG-2024 🕒 20:00	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Tuesday, 20-AUG-2024 🕒 11:54	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Tuesday, 20-AUG-2024 🕒 13:01	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Wednesday, 21-AUG-2024 🕒 07:32	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Thursday, 22-AUG-2024 🕒 15:54	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT



 CMAU8330050 • 42 G1

- RECEIPT

PORT Yantian, CH

PORT Los Angeles, Ca, US

DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:25

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Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Wednesday, 10-JUL-2024 🕒 06:14	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 🕒 23:10	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 14:36	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 04-AUG-2024 🕒 17:29	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 11-AUG-2024 🕒 20:54	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Sunday, 11-AUG-2024 🕒 20:55	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Monday, 19-AUG-2024 🕒 20:00	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Tuesday, 20-AUG-2024 🕒 13:10	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Tuesday, 20-AUG-2024 🕒 14:20	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Wednesday, 21-AUG-2024 🕒 12:00	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Thursday, 22-AUG-2024 🕒 15:33	EMPTY IN DEPOT	COLUMBUS, OH		

Tracking details

EMPTY IN DEPOT




 **APZU4447845** • 42 G1

- RECEIPT
- PORT Yantian, CH
- PORT Los Angeles, Ca, US
- DELIVERY Columbus, Oh, US

Booking reference

Custom reference
N/A

Exported on
Friday 27-SEP-2024 at 09:28

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Provisional moves are given for
information purpose only, without
warranty of any kind either expressed
or implied, and are subject to change
at any time without further notice.

Date	Moves	Location	Vessel	Voyage
Tuesday, 09-JUL-2024 🕒 15:18	EMPTY TO SHIPPER	YANTIAN		
Wednesday, 10-JUL-2024 🕒 05:04	READY TO BE LOADED	YANTIAN		
Sunday, 14-JUL-2024 🕒 14:54	LOADED ON BOARD	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 14-JUL-2024 🕒 17:00	VESSEL DEPARTURE	YANTIAN	TS MELBOURNE	0WF1BE1MA
Sunday, 04-AUG-2024 🕒 07:12	VESSEL ARRIVAL	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Sunday, 04-AUG-2024 🕒 10:01	DISCHARGED	LOS ANGELES, CA	TS MELBOURNE	0WF1CW1MA
Tuesday, 06-AUG-2024 🕒 19:14	FULL LOAD ON RAIL FOR IMPORT	LOS ANGELES, CA		
Tuesday, 06-AUG-2024 🕒 19:15	CONTAINER IN TRANSIT FOR IMPORT	LOS ANGELES, CA		
Tuesday, 13-AUG-2024 🕒 07:47	TRAIN ARRIVAL FOR IMPORT	COLUMBUS, OH		
Tuesday, 13-AUG-2024 🕒 13:40	IMPORT UNLOAD FULL FROM RAIL	COLUMBUS, OH		
Tuesday, 13-AUG-2024 🕒 15:01	RECEIVED FOR IMPORT TRANSFER	COLUMBUS, OH		
Tuesday, 13-AUG-2024 🕒 17:00	CONTAINER TO CONSIGNEE	COLUMBUS, OH		
Thursday, 15-AUG-2024 🕒 11:11	EMPTY IN DEPOT	COLUMBUS, OH		

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

INVOICE

Invoice No.: PIN24-BLT-016

Sold To: BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: TS MELBOURNE / 0WF1BE1MA

Ship on or about: July 14, 2024

Invoice Date.: July 12, 2024

Delivery To: 500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LOS ANGELES, CA

Destination: COLUMBUS, OH

Container Number (Factory Load) : APZU4447845, APZU4762831, APZU4790520, CMAU8240872, CMAU8330050, SELU4142880, SELU4144115, TCLU4348250

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95209335	1,509 EA	20.680/EA	31,206.120
SKU No.: 810475687	1,509 CTNS		
5FT CUPID CASHMERE URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209335	1,524 EA	39.200/EA	59,740.800
SKU No.: 810569935	1,524 CTNS		
6.5FT GRAND RAPIDS FLOCKED TREE	No. of Pallet:		
HTS Code.: 9505102500			
P/O No.: 95209335	1,419 EA	29.710/EA	42,158.490
SKU No.: 810569946	1,419 CTNS		
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:		
HTS Code.: 9505102500			
<u>Manufacturer Name & Address</u> KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA HUIZHOU, GUANGDONG 516800, CHINA			
Total:		(4,452 CTNS) 4,452	133,105.410
TOTAL (USD) DOLLARS : ONE HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED FIVE AND CENTS FORTY-ONE ONLY.			

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:

APZU4447845/R6587174/40'
APZU4762831/R6578485/40'
APZU4790520/R6587177/40'
CMAU8240872/R6578429/40'
CMAU8330050/R6578424/40'
SELU4142880/R2172478/40H
SELU4144115/R2172451/40H
TCLU4348250/R6578441/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

APZU4447845/R6587174/40'
APZU4762831/R6578485/40'
APZU4790520/R6587177/40'
CMAU8240872/R6578429/40'
CMAU8330050/R6578424/40'
SELU4142880/R2172478/40H
SELU4144115/R2172451/40H
TCLU4348250/R6578441/40'

INVOICE BREAKDOWN

PO# 95209335

INVOICE No.:PIN24-8147-016

SKU#	MFG#	DESCRIPTION	QTY(PCS)	CTN NO.	UNIT PRICE	UNIT	AMOUNT
CONTAINER #: TCLU4348250 SEAL #: R6578441							
810569935	8147-H71010-01	6.5FT GRAND RAPIDS FLOCKED TREE	480	480	US\$39.20	PCS	US\$18,816.00
810475687	8147-H59003-02	D-5FT CUPID CASHM URNS	43	43	US\$20.68	PCS	US\$889.24
SUB-TOTAL			523	523	US\$19,705.24		
CONTAINER #: SELU4144115 SEAL #: R2172451							
810569946	8147-H54452-04	F-6.5FT BLITZEN F URNS	510	510	US\$29.71	PCS	US\$15,152.10
SUB-TOTAL			510	510	US\$15,152.10		
CONTAINER #: APZU4790520 SEAL #: R6587177							
810475687	8147-H59003-02	D-5FT CUPID CASHM URNS	698	698	US\$20.68	PCS	US\$14,434.64
SUB-TOTAL			698	698	US\$14,434.64		
CONTAINER #: APZU4762831 SEAL #: R6578485							
810475687	8147-H59003-02	D-5FT CUPID CASHM URNS	698	698	US\$20.68	PCS	US\$14,434.64
SUB-TOTAL			698	698	US\$14,434.64		
CONTAINER #: APZU4447845 SEAL #: RR6587174							
810569935	8147-H71010-01	6.5FT GRAND RAPIDS FLOCKED TREE	522	522	US\$39.20	PCS	US\$20,462.40
SUB-TOTAL			522	522	US\$20,462.40		
CONTAINER #: CMAU8240872 SEAL #: R6578429							
810569935	8147-H71010-01	6.5FT GRAND RAPIDS FLOCKED TREE	522	522	US\$39.20	PCS	US\$20,462.40
SUB-TOTAL			522	522	US\$20,462.40		
CONTAINER #: SELU4142880 SEAL #: R2172478							
810569946	8147-H54452-04	F-6.5FT BLITZEN F URNS	510	510	US\$29.71	PCS	US\$15,152.10
SUB-TOTAL			510	510	US\$15,152.10		
CONTAINER #: CMAU8330050 SEAL #: R6578424							
810569946	8147-H54452-04	F-6.5FT BLITZEN F URNS	399	399	US\$29.71	PCS	US\$11,854.29
810475687	8147-H59003-02	D-5FT CUPID CASHM URNS	70	70	US\$20.68	PCS	US\$1,447.60
SUB-TOTAL			469	469	US\$13,301.89		
G-TOTAL:			4452	4452	US\$133,105.41		

NO.50 FAGANG DEVELOPMENT ZONE,LIULIAN VILLAGE,, PINGDI TOWN, LONGGANG DISTRICT,, SHENZHEN, GUANGDONG, 518117, CHINA

PACKING LIST

Invoice No.: PIN24-BLT-016

Sold To: BIG LOTS STORES, LLC
500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Shipment Terms: FOB YANTIAN

Country of Origin: CHINA

Vessel / Voyage: TS MELBOURNE / 0WF1BE1MA

Ship on or about: July 14, 2024

Invoice Date.: July 12, 2024

Delivery To: 500 PHILLIPI RD
COLUMBUS, OH 43228
USA

Payment Term / OAT #(Open Account Transaction):

L/C Number: TT

Port of Loading: YANTIAN

Port of Entry: LOS ANGELES, CA

Destination: COLUMBUS, OH

Container Number (Factory Load) : APZU4447845, APZU4762831, APZU4790520, CMAU8240872, CMAU8330050, SELU4142880, SELU4144115, TCLU4348250

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM	
P/O No.: 95209335	1,509 EA	8,769.00	9,883.95	124.020	
SKU No.: 810475687	1,509 CTNS				
5FT CUPID CASHMERE URN TREE	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209335	1,524 EA	13,972.00	14,036.04	167.870	
SKU No.: 810569935	1,524 CTNS				
6.5FT GRAND RAPIDS FLOCKED TREE	No. of Pallet:				
HTS Code.: 9505102500					
P/O No.: 95209335	1,419 EA	14,073.00	15,013.02	181.210	
SKU No.: 810569946	1,419 CTNS				
6.5FT BLITZEN FLOCKED URN TREE	No. of Pallet:				
HTS Code.: 9505102500					
Total:	(4,452 CTNS)	4,452	36,814.00	38,933.01	473.100

Consolidator(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
APZU4447845/R6587174/40'
APZU4762831/R6578485/40'
APZU4790520/R6587177/40'
CMAU8240872/R6578429/40'

Container Stuffing Location(Full Name & Address)

KING TREE HANDICRAFTS (HUIZHOU) CO.,LTD
BLOCK 11, 168 INDUSTRIAL PARK, LONGMEN COUNTY, HUIZHOU, CHINA
HUIZHOU , GUANGDONG
516800 CHINA
Container No./Seal/Size:
APZU4447845/R6587174/40'
APZU4762831/R6578485/40'
APZU4790520/R6587177/40'
CMAU8240872/R6578429/40'

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

BIG LOTS
STORES

PO#
SKU#
DEPT# 360
MADE IN CHINA

Electronic Proof of Claim Confirmation: 3735-1-TDNHB-212430837

Claim Electronically Submitted on (UTC) : 2024-10-04T14:01:57.046Z

Submitted by: GIFTREE CRAFTS COMPANY LIMITED
joepeng@giftree.net

EXHIBIT 2

Big Lots, Inc.

October 15, 2024

TO: Giftree Crafts Co Ltd,
Vendor #1008980

Dear Valued Vendor:

As you are aware, Big Lots, Inc. and certain of its affiliates (collectively, the “**Company**”) commenced chapter 11 proceedings in the United States (collectively, the “**Chapter 11 Cases**”) by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) on September 9, 2024 (the “**Petition Date**”). On the Petition Date, the Company requested the Bankruptcy Court’s authority to pay the prepetition claims of certain vendors, suppliers, and service providers in part in recognition of the importance of the Company’s relationship with such vendors, suppliers, and service providers and its desire that the Chapter 11 Cases have as little effect on the Company’s ongoing businesses and operations as possible. On September 10, 2024, the Bankruptcy Court entered an interim order (the “**Order**”) authorizing the Company, under certain conditions, to pay prepetition claims of certain vendors, suppliers, and service providers that agree to the terms set forth below and to be bound by the terms of the Order. A copy of the Order is enclosed.

In order to receive payment on account of prepetition claims, you must sign this agreement (“**Vendor Agreement**”) and agree to continue to supply goods and services to the Company based on “**Customary Trade Terms**.” In the motion seeking the Bankruptcy Court’s entry of the Order, Customary Trade Terms are defined as the normal and customary trade terms, practices, and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, rebates, coupon reconciliation, normal product mix and availability, and other applicable terms and programs) that were most favorable to the Company and in effect between you and the Company in the one-year period prior to the Petition Date, or such other trade terms and conditions as you and the Company agree upon.

For purposes of administration of this vendor payment program as authorized by the Bankruptcy Court (the “**Vendor Payment Program**”), you and the Company both agree to the following:

1. The agreed-upon amount of your prepetition claims (net of any setoffs, credits, or discounts) that the Company has agreed to pay in recognition of your critical vendor status, is \$250,000.00 (the “**Vendor Settled Claim**”), of which amount \$101,980.57 is with respect to claims arising under section 503(b)(9) of the Bankruptcy Code.
2. The Company agrees to provisionally pay you the amount of your Vendor Settled Claim \$250,000.00 within sixty (60) days of execution of this Vendor Agreement. Any prepetition claims you may have shall be reduced by the amount of the Vendor Settled Claim set forth in paragraph 1 of this Vendor Agreement.

3. You agree to supply post-petition goods or services to the Company in accordance with the Customary Trade Terms, which include TT60 days as the Company's option.

4. You will continue to extend to the Company all Customary Trade Terms (as described above) during the pendency of the Chapter 11 Cases or such other trade terms and conditions as you and the Company agree upon.

5. You will not demand a lump sum payment upon consummation of a chapter 11 plan in the Chapter 11 Cases on account of any administrative expense priority claim that you assert, but instead agree that such claims will be paid in the ordinary course of business after consummation of a plan under applicable Customary Trade Terms, if the plan provides for the ongoing operations of the Company.

6. You will not separately seek payment for reclamation or similar claims outside of the terms of the Order.

7. You will not file or otherwise assert against the Company, the estates, or any other person or entity or any of their respective assets or property (real or personal) any lien (regardless of the statute or other legal authority upon which such lien is asserted) or interest related in any way to any remaining prepetition amounts allegedly owed to you by the Company arising from agreements entered into prior to the Petition Date. Furthermore, you agree to take (at your own expense) all necessary steps to remove any such lien or interest as soon as possible.

8. If either the applicable Vendor Payment Program authorized by the Order or your participation therein terminates as provided in the Order, or you later refuse to continue to supply goods to the Company on Customary Trade Terms during the pendency of the Chapter 11 Cases, the Company may, in its sole discretion, and without further order of the Bankruptcy Court, (a) declare any payments you receive on account of your Vendor Settled Claim (including claims arising under section 503(b)(9) of the Bankruptcy Code) to be voidable post-petition transfers pursuant to section 549(a) of the Bankruptcy Code that the Company may recover from you in cash or in goods (including by setoff against post-petition obligations) and (b) demand that you immediately return such payments to the extent that the aggregate amount of such payments exceeds the post-petition obligations then outstanding without giving effect to alleged setoff rights, recoupment rights, adjustments, or offsets of any type whatsoever. Upon recovery of such payment by the Company, your Vendor Settled Claim shall be reinstated in such an amount as to restore the Company and you to your original positions, as if the agreement had never been entered into and the payment of the Vendor Settled Claim had not been made.

9. The undersigned, a duly authorized representative of Vendor, has reviewed the terms and provisions of the Order and agrees that Vendor is bound by such terms. By accepting payment of the Vendor Settled Claim, you agree to the terms of the Order and submit to the jurisdiction of the Bankruptcy Court for enforcement thereof.

10. Any dispute with respect to this letter agreement, the Order, and/or your participation in the Vendor Payment Program shall be determined by the Bankruptcy Court.

If you have any questions about this Vendor Agreement or our Chapter 11 Cases, please do not hesitate to call.

Sincerely,

Big Lots, Inc.

By:

Ronald A. Robins, Jr.
Executive Vice President, Chief
Legal and Governance Officer

Agreed and Accepted by:

Giftree Crafts Co Ltd

By: _____
Its: _____

Dated: October 15, 2024